



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

Geographical Area: North East
Project Name: Dutch River Early Supplier Engagement
Project Number: ENV0004601C

Contract Type: Engineering Construction Contract
Option: [REDACTED]

Contract Number: project_36022

Stage: Other

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Dutch River Early Supplier Engagement

Project Number ENV0004601C

This contract is made on 01 September 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
See NEC4 engineering and construction contract (ECC)
Scope for Dutch River (left-bank): Went Outfall to River Ouse Confluence

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

1 General

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

Main
Option

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

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

To provide early supplier engagement (ESE) support to the Client and Others (Arups).

The *Client* is

Environment Agency

Address for communications

Address for electronic communications

The *Project Manager* is

Address for communications

Address for electronic communications

The *Supervisor* is

Not applicable

Address for communications

Address for electronic communications

The Scope is in
Dutch River (left bank) - ECC Early Supplier Engagement SOC to OBC - BAM v9

The Site Information is in
Dutch River (left bank) - Site Information v2

The boundaries of the site are
Dutch River (left bank) - ECC Early Supplier Engagement SOC to OBC - BAM v8 Appenndix 1

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
Any additional surveys will be dealt with by a compensation event and will have an impact on the total of the Prices.

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	key date
'none set'	'none set'
'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	
The access dates are part of the Site	date
Access to all necessary people/place/documents	
Asite	
Fastdraft	

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

The Completion Date for the whole of the works is

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

The period after the Contract Date within which the Contractor is to submit a first programme for acceptance is 4 weeks

4 Quality management

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

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

The defect correction period is	2 weeks	except that
• The defect correction period for		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 £49,311.00

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

[REDACTED] [REDACTED] [REDACTED]

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

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

6 Compensation events

The place where weather is to be recorded is **Normanby Hall**

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 Normanby Hall
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

None

Resolving and avoiding disputes

The <i>tribunal</i> is litigation in the courts	
The <i>Senior Representatives of the Client</i> are	██████████
Address for communications	████████████████████ ██████████ ██████████ ██████████ ██████████
Address for electronic communications	██
Name	██████████
Address for communications	████████████████████ ██████████ ██████████ ██████████ ██████████
Address for electronic communications	██
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

Z Clauses

Z1 Correctness of Site Information and other documents

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

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

Z 2B: Water levels: Contractor's risk

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

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:
"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Contractor*. Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the *Contractor*.
Delete 'The' At start of clause 63.1 and replace with:
"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the..."

Z 4 The Schedule of Cost Components

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

Z 6 Payment for Work

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

Z7 Contractor's share

After c154.2 and before c154.3, insert the following additional clause:
54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the Contractor.

Z10 Payments to subcontractors, sub consultants and

Subcontractors
The *Contractor* will use the NEC4 contract on all subcontracts for works. Payment to subcontractors will be 28 days from the assessment date.
If the *Contractor* does not achieve payments within these time scales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services and supplies.
Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

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

The design consultant employed by the *Contractor* is required to fulfil the obligations of the warrantor under the primary contract for design works that they complete. This includes:
Transfer of rights clause Z11
Professional indemnity insurance cover to same cover as that specified for the *Contractor*
Z11.1 The *Client* ('the third party') may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracts (Right of Third Parties) Act 1999 and the following provisions:
Z11.1.1 the parties may not rescind or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and
Z11.1.2 each third party's rights against party A under this agreement shall be subject to the same conditions, limitations and exclusions as apply to party B's rights against party A under this agreement.
Z11.2 Except as provided in clause Z11.1, this agreement does not create any right enforceable by any person who is not a party to it (Other Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a other party which exists or is available apart from that Act.

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

- ### Z19 Linked contracts

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

- ## Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following

Z30 Material Price Volatility

Z30.1 Defined terms

- ### Z30.2 Price Volatility Provision

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

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

Z30.3 Price Increase

Z30.4 Compensation Events

Category	Item	Value
Category 1	Item 1.1	10
	Item 1.2	20
	Item 1.3	30
	Item 1.4	40
	Item 1.5	50
	Item 1.6	60
	Item 1.7	70
	Item 1.8	80
	Item 1.9	90
	Item 1.10	100
Category 2	Item 2.1	10
	Item 2.2	20
	Item 2.3	30
	Item 2.4	40
	Item 2.5	50
	Item 2.6	60
	Item 2.7	70
	Item 2.8	80
	Item 2.9	90
	Item 2.10	100
Category 3	Item 3.1	10
	Item 3.2	20
	Item 3.3	30
	Item 3.4	40
	Item 3.5	50
	Item 3.6	60
	Item 3.7	70
	Item 3.8	80
	Item 3.9	90
	Item 3.10	100

The Defined Cost for compensation events is assessed using

- Rev 1.8.4a

Secondary Options

OPTION X2: Changes in the law

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

OPTION X7: Delay damages

X7 only

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

OPTION X10: Information modelling

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

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

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

OPTION X15: The *Contractor's* design

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

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

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

OPTION X18: Limitation of liability

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

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

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

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

The *end of liability date* is [REDACTED] after the Completion of the whole of the *works*

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

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

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

Y(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

Any none

Part Two - Data provided by the Contractor

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

1 General

The Contractor is

Name BAM Nuttall Ltd

Address for communications [Redacted]
[Redacted]
[Redacted]
[Redacted]

Address for electronic communications [Redacted]

The fee percentage is [Redacted] [Redacted]

The working areas are The Site, contractors and subcontractors offices and premises whether temporary or permanent, and the residences of People where they are being used in connection with this contract

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)
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

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]

for and on behalf of the Environment Agency

<div></div>		
<div></div>	<div></div>	<div></div>
Signature	Date	Role

Contractor execution

Signed Underhand by [PRINT NAME]

for and on behalf of

BAM Nuttall Ltd



Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	Dutch River (left-bank): Went Outfall to River Ouse Confluence
Project 1B1S reference	ENV0004601C
Contract reference	project_36022
Date	07/04/2022
Version number	9.0
Author	

Revision history

Revision date	Summary of changes	Version number
17.01.2022	DRAFT	1.0
25.02.2022	DRAFT Approval	2.0
03.03.2022	Project team agreement	3.0
14.03.2022	Defra Group Commercial Approval	4.0
30.03.2022	Updated following discussions with CCE	5.0
31.03.2022	For All party review	6.0
07.04.2022	Scope Freeze	7.0
06.06.2022	Commercial Service Manager Approval	8.0
02.08.2022	Issued	9.0

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	V12	12.2021

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 between this Scope shall prevail. The *works* are to be compliant with the Scope

Contents List

- S 100 Description of the *works***
- S 200 General constraints on how the *Contractor* provides the *works***
- S 300 *Contractor's* design**
- S 400 Completion**
- S 500 Programme**
- S 600 Quality management**
- S 700 Tests and inspections**
- S 800 Management of the *works***
- S 900 Working with the *Client* and Others**
- S 1000 Services and other things to be provided**
- S 1100 Health and safety**
- S 1200 Subcontracting**
- S 1300 Title**
- S 1400 Accounts and records (Options C and E)**
- S 1500 Client's work specifications and drawings**

1. Description of the work

S 101 Description of the works

This commission is for Early Supplier Engagement (ESE) to provide buildability and technical support to the project team, including the Lot 1 Consultant, to establish the need for investment, appraise the main options for service delivery and produce an Outline Business Case (OBC). Any site or ground investigations will be managed through the compensation event process.

In this commission, the *Client* is the Environment Agency, the *Contractor* is BAM and the Lot 1 Consultant is Arup, under the NGS Framework.

For delivery of this commission the *Contractor* shall:

- Attend site to identify access, physical constraints, easement requirements, required working areas, compound areas etc.
- Identification and advice provided on buildability, construction methods, SHE compliance, access requirements etc
- Support in the preparation and review of the long list of options, including any associated temporary works, and provide technical advice on the buildability of the options, cost and carbon;
- Provide technical judgement on the short list of options including any associated temporary works, buildability and SHE compliance issues to inform the appraisal;
- Provide cost, carbon and programme information to inform the appraisal of the short list of options.
- Provide costing information and a programme for the preferred option to enable the Cost and Carbon Lead to price the preferred option. The *Contractor* shall provide costing of specialist or bespoke operations to inform or augment PCT costing;
- Review outline design information, identifying any buildability considerations needed in the detailed design development process and ensuring there is sufficient information to be able to price the works
- Attend a risk workshop and input into project level risk register throughout the project.
- Assist the project team to achieve a 40% carbon reduction against the carbon baseline including providing information for input into the carbon tool.
- Identification of efficiencies and contribution to the Combined Efficiencies Reporting Tool (CERT) which will be maintained by the *Client*.
- Identification of innovation options for appraisal and opportunities for innovation in delivery of the preferred option.
- To work collaboratively with the project team throughout the production of the Outline Design to provide buildability and technical advice on the preferred solution. This will include a review of the design drawings and documents produced by the Lot 1 Consultant and ensuring there is sufficient information to be able to price the works.
- Input to the Outline Business Case and any accompanying reports as required,

- Review of high-level programme and input into activities, durations, and sequence. Consideration of planning around seasons, identification of long lead items, ecological constraints, third party constraints, consents, robust delivery durations including risk. Early identification of programme constraints that could prevent a scheme from starting or completing as planned.
- Provide advice on available materials and products including information on carbon and sustainability implications using amongst other tools, the Carbon Planning Tool;
- Provide advice on specialist operations and viability of those operations.
- Input into optioneering and selection of best procurement methods for project.

S 102 Purpose of the Works

The overall objective of this project is to reduce flood risk to Goole and the surrounding area through enhancement of existing defences.

This capital maintenance project aims to carry out remedial works to sustain the existing defences and reduce the likelihood of failure or breach along the left-bank of the Dutch River (lower reaches of the River Don), from the outfall of the River Went to its confluence with the River Ouse.

Approximately 10km in length, the defences consist predominantly of earth embankments, which form part of a network of assets that reduce fluvial and tidal flood risk to thousands of residential and commercial properties in the town of Goole and surrounding area

Alongside the flood management aspect of this project, the project will also deliver a greenway as part of the Goole Town Deal funding constraints. The works associated with the Greenway will be managed through the compensation event process.

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

S 201 General constraints

Not used.

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

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

S 204 Security and identification of people

The *Contractor* shall upon site visits ensure that they are able to identify themselves and carry a letter provided by the *Client* to carry out site walkovers or investigations.

S 205 Control of site personnel

The *Contractor* shall inform and agree any site visits with the *Client's* Project Manager. The *Client* will arrange access and inform the *Contractor* of any permit and license requirements based on *Contractor* supplied information and requirements. The *Contractor* shall inform the *Client* at least 7 days before any planned site visits.

S 206 Protection of existing structures and services

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

All works are to be carried out not to damage any services or utilities

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

3. Contractor's design

~~S 301 Design responsibility~~

~~In line with Clause 21.1~~

~~S 302 Design submission procedures~~

~~In line with Clause 21.2~~

S 303 Access to information following Completion

All information that has not already been provided to the Lot 1 Consultant or *Client* should be provided to the Lot 1 Consultant and *Client* on Completion.

S 304 Site investigations

Site investigations will be managed through the Compensation Event process post contract.

4. Completion

S 401 Completion definition

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

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

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

S 402 Correcting Defects

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

S 403 Pre-Completion arrangements

Not used

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

S 404 Take over

Not used

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

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

5. Programme

S 501 Programme requirements

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

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

S 502 Programme arrangement

Covered in S 501

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

S 503 Methodology statement

All method statements for any surveys or investigations, will be reviewed and approved by the *Client*, Lot 1 Consultant, and Principal Designer.

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

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 801 and S 802.

S 505 Information required

Information will be delivered in line with the Information Delivery Plan.

S 506 Revised programme

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

6. Quality management

S 601 Quality management

Not used

S 602 Samples

Not used

S 603 Quality Statement

Not used

S 604 Quality management system

Not used

S 605 BIM requirements

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

7. Tests and inspections

There are no requirements for tests and inspections.

8. Management of the works

S 801 Management of the works

- The *Contractor* and Lot 1 Consultant shall work closely to ensure sufficient ESE input into the appraisal of options.
- The *Contractor* shall contribute to the risk register, project efficiency register, carbon tool, stakeholder engagement plan and lessons learnt log at monthly progress meetings.
- The *Contractor* shall attend progress and project board meetings when requested by the *Client*.
- The *Contractor* shall produce monthly financial updates and forecasts meeting the *Client's* project reporting timetable together with progress reports.
- The *Contractor* shall raise any communication issues with the *Client* Project Manager.
- The *Contractor* shall input into the Carbon Tool which will be maintained by the Lot 1 Consultant
- The *Contractor* will deliver a monthly progress report in the *Client's* standard template giving progress against programme, deliverables received and expected and financial summary against programme.
- The *Contractor* shall share any lessons learned from the Contractor's wider organisation
- The *Contractor* is to make full use of the *Client's* web based project collaboration tool (Asite) and contract management system (Fast Draft). Whenever practical all project and contract communications and records are to be distributed and stored using these project collaboration tool.

S 802 Project team – Others

The project team includes representatives from the *Client*, *Contractor* and *Lot 1 Consultant*.

The Environment Agency has several advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Client*. These departments include Area, NEAS, and Estates etc.

S 803 Communications

See S 801

9. Working with the *Client* and Others

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

The *Contractor* will adopt Clauses 25.1.

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

Consideration of the public is required when planning and carrying out work as the Working Area is near residential properties and a public right of way.

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

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

S 902 **Co-operation**

The *Contractor* is required to co-operate with the Lot 1 Consultant and any third party stakeholders including but not limited to Local Authorities.

S 903 **Co-ordination**

The *Contractor* is to liaise with the *Lot 1 Consultant* and *Client* for the co-ordination of works and access.

S 904 **Authorities and utilities providers**

No work to be carried out by the authorities and utilities providers.

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

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

10. Services and other things to be provided

S 1001 Data and information management and intellectual property rights

All data listed as being supplied to the *Contractor* as part of this study remains the intellectual property of the *Client*.

Ground Investigation

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

S 1002 Access

The *Client* shall provide access to the site(s). The *Contractor* shall inform the *Client* at least 7 days before any planned site visits.

11. Health and safety

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

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

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

Under the Construction (Design and Management) Regulations 2015 (CDM 2015), the Lot 1 Consultant will be appointed as the Principal Designer under this contract.

The *Contractor* will be appointed as Principal Contractor under this contract.

Compliance with Public Health England restrictions related to the Covid-19 epidemic.

12. Subcontracting

The *Contractor* may subcontract work using an NEC4 contract following discussion and agreement with the *Client* and in line with Clause Z10.

13. Title

14. Accounts and records (Options C)

S 1401 Additional Records

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

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

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

15. Client's work specifications and drawings

WI 1501 _____

WI 1502 _____ *Client's work specification*

Actual specification

WI 1503 _____ *Drawings*

Contents list or documents or both

S 1501 Standards the *Contractor* will comply with

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

The *Contractor* shall carry out their work in line with v12 of the Minimum Technical Requirements and the most recent SHEW Code of Practice.

Ref	Report Name	Where used
	Project Cost Tool	Costs
	Sustainability Measures Form	
	Timber Policy Documents	
300_10	300_10 SHE handbook for managing capital projects	

300_10_SD27	300_10_SD27 SHE Code of Practice	
	Carbon Planning Tool	
	UK Specification for Ground Investigations, 2 nd Edition, 2012	
	National Survey Specification, Version 4	

Dutch River (left-bank): Went Outfall to River Ouse Confluence

Site Information

04/05/2022

Job number: *ENV0004601C*



Project description

The town of Goole and the surrounding area are at risk of both fluvial and tidal inundation. The area is primarily protected by raised defences, typically earth embankments and flood walls. There are asset condition and stability problems at various locations along the Dutch River.

Recovery works were carried out in the area following the December 2013 tidal surge. Further investment is now required around the remainder of the middle of the Humber Estuary, to ensure that other defences in the area are sufficiently robust to withstand future tidal surges and flood events.

This project is focused on the left bank of the Dutch River and is aimed on taking a proactive and timely approach to capital maintenance to ensure the integrity of the existing defences.

Project location

The study area extends along the left-bank of the Dutch River from the Went Outfall to the River Ouse Confluence. The study area includes earth embankments and masonry wall assets.





Principal landowners

Most of the land is owned by the Environment Agency and the Canal and Rivers Trust. Small sections of the land are owned by other landowners. Details of landowners can be provided by the Environment Agency.

Access to working area

Due to the linear nature of the assets, there are limited places to access the study area. Access locations include:

- Off Dutch River Side near Breedon Goole Concrete Plant (DN14 5TB)
 - Care should be taken when using Dutch River Side as it is a narrow road with lots of HGV movements
- Off Bridge Lane in Rawcliffe Bridge (approx. postcode DN14 8PN)
- Off the A614 (approx. postcode DN14 8SX) – Vehicle access to Dutch River is possible here with permission through private land.

Emergency procedures/means of escape

The nearest accident and emergency facility is located at:

*Doncaster Royal Infirmary,
Thorne Road,
Doncaster,
Yorkshire,
DN2 5LT*

The nearest minor injuries facility is located at:

*Goole & District Hospital
Woodland Avenue,*

Goole,
North Humberside,
DN14 6RX

Details of “no-go” or authorisation requirements

The client has not currently deemed any areas as no-go areas.

Adjacent land use and known construction activity

The working area is on the banks of the Dutch River which is subject to varying river levels and flows. The Dutch River is tidally influenced, and the water can get onto the riverbank/foreshore at times. This risk needs to be managed by the Contractor and any necessary precautions need to be put in place.

There are 26 Listed Buildings within 1km of the Dutch River, including 2 Grade II* and 24 Grade II assets, primarily located in close proximity to Goole. A number of these are close to the River, associated with the Goole Docks to the North of the River (including the Grade II* Boat Hoist on the South side of South Dock ~100m North) and the Grade II Bridge Farmhouse (and associated structures) ~50m to the South.

There are 3 conservation areas (CA's) located within Goole. Goole South Dock CA is located on the left bank of the Dutch River. Goole – Hook Road and Goole Town CA are located 450m to the North of Goole Docks.

Details of the adjacent land use, known construction activity and any associated hazards and risks for the working areas will require to be understood during the planning of and prior to commencement of the works. Some key points are that a significant length of the foreshore is farmed and that a canal runs parallel to the Dutch River which has a cycleway/footpath along some of its length.

Existing services

The NGS Lot 1 Consultant will carry out a utility search as part of their appraisal. This information will be provided ahead of any construction work on site.

This does not remove the principal contractor's requirement to carry out safe working practices in relation to overhead and underground services.

Existing structures

The work will be being carried out on and next to existing flood defences.

The study area passes under several bridges, including:

- Road Bridge, A161, Goole
- Railway Bridge (NGR SE7311722399)
- Road bridge, Bridge Lane, Rawcliffe Bridge
- M18 Bridge
- Road Bridge, A614, near Newbridge Farm, DN14 8SX