

# NEC4 Engineering and Construction

## Short Contract

NFOF Operational Framework – Northern Hub

A contract between



And



For

NFOF– Lot 1 34381 Bolton Fell Moss Construction Design

Contract Forms

- Contract Data
- The *Contractor's* Offer and *Client's* Acceptance
- Price List
- Scope
- Site Information

# Contract Data – Stage 1

## The *Client's* Contract Data – Stage 1

	The <i>Client</i> is	
Name	Natural England	
Address for communications	Natural England, Foss House, Kingspool, 1-2 Peasholme Green, YORK, YO1 7PX	
Address for electronic communications		
The <i>works</i> are	<ul style="list-style-type: none"> <li>• Bolton Fell Moss ground investigations</li> <li>• Flood Risk (flood attenuation) design</li> <li>• NNR staff pod, visitor shelter and site facilities design suitable for a planning application</li> </ul>	
The <i>site</i> is	Bolton Fell Moss, Hethersgill, Carlisle, Cumbria CA6 6JL.	
The <i>starting date</i> is	7 <sup>th</sup> February 2022	
The <i>completion date</i> is	6 <sup>th</sup> June 2022	
The <i>delay damages</i> are		Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is		%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> apply.		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

# Contract Data – Stage 1

## The *Client's* Contract Data – Stage 1

The interest rate on late payment is	■	% per complete week of delay.
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For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	■
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The <i>Client</i> provides this insurance	■
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### Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum £100,000 in respect of every claim without limit to the number of claims	12 years following Completion of the whole of the works or earlier termination

The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers
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The <i>tribunal</i> is	litigation in the courts
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The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

**Only enter details here if additional conditions are required.**

Z1.0	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees. The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.

Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.  The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The works are affected by any one of the following events <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z7.2	Additional Compensation Event COVID-19 Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, until 31st October 2020.

# Contract Data – Stage 1

## The *Contractor's* Contract Data – Stage1

	The <i>Contractor</i> is	
Name		
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is	As submitted in the Lot 1 Price Workbook	
The <i>people rates</i> are	As submitted in the Lot 1 Price Workbook	
category of person	unit	rate
Framework Manager	Hour	
Design Director & Consultants	Hour	
Associate Director & Principal Engineer	Hour	
Engineer	Hour	
Technician	Hour	
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

# Contract Data – Stage 1

## The *Contractor's* Offer and *Client's* Acceptance – Stage 1

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

[REDACTED]

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

[REDACTED]

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

17 February 2022

# Price List – Stage 1

The Contractor is to be paid when they complete the task.

1.000	Project Management	Lump Sum Price
1.002	Monthly Project Management	
1.003	Programme Risk Workshop	
1.004	Produce risk register	
1.005	Monthly updates to risk register	
1.006	Monthly progress meetings	
2.000	Ground investigation	
2.001	Geotechnical desk study	
2.002	Site visit	
2.003	Utilities search	
2.004	Design geotechnical ground investigation	
2.005	Supervise GI	
2.006	Provide GI factual report	
2.007	Provide GI interpretative report	
3.000	Flood attenuation and wetland design	
3.001	Site walkover and familiarisation	
3.002	Flood risk and drainage hydrology and modelling	
3.003	Options Appraisal	
3.004	Liaison with client to develop design	
3.005	Finalise preferred option	
3.006	Provide options appraisal report	
3.007	Produce information required for planning application	
3.008	Detail design of flood attenuation and wetland area following planning approval	
3.009	Specification and drawings for construction	
4.000	Viewing shelter	
4.001	Site visit	
4.001	Liaison with client to develop design	
4.002	Options development	
4.003	Design for planning approval	
4.004	Detail design following planning approval	
4.005	Specification and drawings for construction	
5.000	NNR Staff/Storage Pod	
5.001	Site visit	
5.002	Liaise with client to develop design	
5.003	Options Appraisal	

5.004	Design for planning approval	
5.005	Detail design following planning approval	
5.006	Specification and drawings for construction	
<b>6.000</b>	<b>Derelict Building and Site Security</b>	
6.001	Site visit	
6.002	Options appraisal for derelict building	
6.003	Design for planning approval	
6.004	Detail design following planning approval	
6.005	Specification and drawings for construction	
6.100	Detail design of gates/fencing for main entrance	
6.200	Detail design of gates/fencing for south access	
<b>7.000</b>	<b>Production of Information required for Stage 2: Construction</b>	
7.001	Market tested costing 1 to meet date in scope	
7.002	Market tested costing 2 to meet date in scope	
7.003	Production of tender documents for Stage 2	
<b>8.000</b>	<b>Other Items</b>	
8.001	Topographical survey	
8.002	CCTV survey	
8.003	Drainage strategy	
8.004	Ecological services	
<b>Total of the Prices</b>		
The method and rules used to compile the Price List are		
<b>The Framework Price Workbook and the Framework Deed of Agreement.</b>		



# Contract Data – Stage 2

## The *Client's* Contract Data – Stage 2

	The <i>Client</i> is	
Name	Natural England	
Address for communications	Natural England, Foss House, Kingspool, 1-2 Peasholme Green, YORK, YO1 7PX	
Address for electronic communications		
The <i>works</i> are	<ul style="list-style-type: none"> <li>Flood Risk (flood attenuation) design</li> <li>NNR staff pod, viewing structure and ancillary works design</li> <li>Production of drawings and specification for construction works in Stage 3</li> </ul>	
The <i>site</i> is	Bolton Fell Moss, Hethersgill, Carlisle, Cumbria CA6 6JL.	
The <i>starting date</i> is	TBC	
The <i>completion date</i> is	TBC	
The <i>delay damages</i> are	TBC	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> apply.		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

# Contract Data – Stage 2

## The *Client's* Contract Data – Stage 2

The interest rate on late payment is	0.5	% per complete week of delay.
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000	
The <i>Client</i> provides this insurance	None	
<b>Insurance Table</b>		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum £100,000 in respect of every claim without limit to the number of claims	12 years following Completion of the whole of the works or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions		
<b>Only enter details here if additional conditions are required.</b>		
Z1.0	Sub-contracting	
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.	
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.	
Z2.0	Environment Agency as a regulatory authority	
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.	
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees. The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.	

Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
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Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The works are affected by any one of the following events <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z7.2	Additional Compensation Event COVID-19 Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, until 31st October 2020.

# Contract Data – Stage 2

## The *Contractor's* Contract Data – Stage 2

	The <i>Contractor</i> is	
Name		
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people rates</i> are	As submitted in the Lot 1 Price Workbook	
category of person	unit	rate
Framework Manager	Hour	
Design Director & Consultants	Hour	
Associate Director & Principal Engineer	Hour	
Senior Engineer	Hour	
Technician	Hour	
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

# Contract Data – Stage 2

## The *Contractor's* Offer and *Client's* Acceptance – Stage 2

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

£

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

Position

Signature

Date

## Price List – Stage 2

<p>The <i>Contractor</i> is to be paid when they complete the task. The tasks and prices will be developed during Stage 1.</p>

[illegible]

# Contract Data – Stage 3

## The *Client's* Contract Data – Stage 3

	The <i>Client</i> is	
Name	Natural England	
Address for communications	Natural England, Foss House, Kingspool, 1-2 Peasholme Green, YORK, YO1 7PX	
Address for electronic communications		
The <i>works</i> are	<ul style="list-style-type: none"> <li>Construction of viewing structure, staff pod, flood attenuation works and ancillary works based on design and specification developed in Stage 2.</li> </ul>	
The <i>site</i> is	Bolton Fell Moss, Hethersgill, Carlisle, Cumbria CA6 6JL.	
The <i>starting date</i> is	TBC	
The <i>completion date</i> is	TBC	
The <i>delay damages</i> are	TBC	Per day
The <i>period</i> for reply is	2	weeks
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# Contract Data – Stage 3

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The interest rate on late payment is	■	% per complete week of delay.
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The <i>Client</i> provides this insurance	None	
<b>Insurance Table</b>		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
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Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
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# Contract Data – Stage 3

## The *Contractor's* Contract Data – Stage 3

	The <i>Contractor</i> is	
Name		
Address for communications		
Address for electronic communications		
	fee percentage is	%
The <i>people rates</i> are	As submitted in the Lot 1 Price Workbook	
category of person	unit	rate
Framework Manager	Hour	
Design Director & Consultants	Hour	
Associate Director & Principal Engineer	Hour	
Senior Engineer	Hour	
Technician	Hour	
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

# Contract Data – Stage 3

## The *Contractor's* Offer and *Client's* Acceptance – Stage 3

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

£

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

Position

Signature

Date

## Price List – Stage 3

The <i>Contractor</i> is to be paid when they complete the task. The tasks and prices will be developed during Stage 2.

[illegible]

# Scope

## 1. Description of the works

**Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.**

Natural England intends to appoint a Principal Contractor (PC) to provide all the necessary services for the development and production of the following:

- Stage 1 - an Outline Design of flood attenuation works, a Research Welfare and Storage facility, a viewing shelter and associated works to enable submission of Planning Application.
- Stage 2 - after planning approval, the development and production of a Detailed Design and Specification of all elements suitable for construction.
- Stage 3 - thereafter, construction of the elements in accordance with the design and specification developed in Stage 2.

In delivering the stage 2 design the PC should ensure that its design addresses all requirements of any planning permission, discharge consent or other consents.

### **Bolton Fell Moss NNR – Scope Stage 1**

The services of the PC will need to cover several detailed requirements, as follows, but not limited to:

1. Provision of all project management services required to deliver the Scope. The PC will provide a project management plan detailing all processes, systems, and key persons for acceptance by Natural England.
2. Provision of information and documents required to make applications for planning permission and any other consents required for the works. Including but not limited to:
  - Environmental engineering
  - Ecology and Agriculture
  - Structural and Civil Engineering
  - Flood risk assessment and flood attenuation and drainage design
  - Landscape design
  - Geotechnical Engineering.
3. Value engineering, affordability, and opportunity realisation.
4. The Contractor will provide a build-up of a market tested cost estimate that aligns with the dates noted below.
  - Formal submission of Stage 2 Forecast Costs (+/-10%) – 1<sup>st</sup> September 2022,
  - Formal submission of Stage 3 Forecast Costs (+/-30%) – 1<sup>st</sup> September 2022.
5. Resourced and Cost Loaded Programme, Sequencing, Phasing.
6. Risk, Issue, and Opportunity Management.
7. Cost, Estimate & Budget Management.
8. Procurement of Services, Suppliers and Subcontractors.

9. Stakeholder Communication/Engagement and Liaison Management. This will need to include specific knowledge and experience relating to aspects such as environmental and ecological matters specific to the site, habitats, species, and history (with input from Natural England).

10. Management & Delivery (design / permitting / co-ordination / compliance) of Statutory Regulators and their works (direct or interfacing with) such as Environment Agency, Natural England, and Cumbria County Council.

11. Environmental and Ecological Works.

12. Access Arrangements.

13. Accommodation Works.

S105 Client's objectives.

The Client's objectives are:

- to construct a viewing shelter for visitors on the 'island' in the middle of the peat bog.
- to construct flood attenuation and drainage works to minimise flood risk from the old factory site and create new wetland habitat.
- to construct a simple research, storage, and staff welfare facility on the old factory site.
- to improve site security and safety: including fencing, gates and works related to a derelict building to the south of the peat bog.

S110 Description of the works - Specific Stage 1 Works/Deliverables

The designs for the works are to be as follows:

#### **Viewing Shelter**

- Design of a simple, roofed structure to provide shelter from the elements but open enough to allow connectivity with nature and the view out across the southern half of the Reserve.
- Materials and design shall ensure the structure is low maintenance, with minimal environmental impact during installation, realistic vandal-proofing, and high environmental sustainability in terms of carbon footprint throughout the life of the shelter (product sourcing, installation, maintenance, and end of life recycling).
- To contain simple bench-style seating to accommodate up to 25 people.

#### **Flood Attenuation and Drainage Works**

- A Ground Investigation to determine ground conditions and identify possible contaminants on a specific area of the old factory site. The Contractor will undertake a desk study to inform the design of the GI, undertake the on-site works and prepare a factual and interpretative report to inform the design of flood attenuation and drainage works.
- A flood risk assessment of the factory site, including modelling, if determined necessary, to determine flood risks, depths, pathways, and receptors.
- An investigation and assessment of the current factory site drainage, and
- The outline design suitable for a planning application of any flood attenuation and additional/upgraded drainage works that may be required to minimise flood risks, to incorporate and maximise the opportunity for creation of a new wetland habitat.

#### **Research and NNR Staff Pod**

- Design to a level appropriate for a planning application of a building to provide shelter, storage, and welfare facilities for visiting researchers and NNR staff.
- The building is to be single story, unobtrusive, in keeping with its natural surroundings in terms of colour and visibility, to fit in with the landscape of the old factory site based on containers/modular/new structure-type designs.
- Materials and design shall provide a low maintenance structure, with minimal environmental impact during installation, and high environmental sustainability in terms of carbon footprint throughout the life of the shelter (product sourcing, installation, maintenance, and end of life recycling).
- Due to easy accessibility and potential for vandalism, the design must be secure, robust and fire resistant.
- In addition, the Client's objectives for the building are:
  - The research/welfare area is to contain seating and workbenches suitable for up to 8 people.
  - An outside canopy to provide shelter when entering and leaving the building.
  - Good natural lighting.
  - Double doors to allow a wider opening for access and natural light.
  - Solar powered lighting to allow sufficient light during winter months.
  - A separate storage space accessible from the outside for storing NNR equipment (e.g. tools, wooden stakes etc.) and scientific equipment (e.g. measuring and sampling equipment).
  - All doors are to be lockable from the inside as well as outside.
  - All access doors to be wheelchair accessible.
  - A low maintenance compost toilet.
  - A location with minimal impact on wildlife and with no risks from or possibility to impact on historic contamination or drainage.

#### **Site Security and H&S Works**

- Design of amendments to, or replacement of the existing gates at the main entrance to make the site secure from vehicular access, and to allow wheel chair/push chair access for visitors.
- Design and specification of fencing to complete the boundary between NNR land and the adjacent private property at the main entrance. This will need to be coordinated with any drainage works.
- Design of access gates for private tractor / reserve machinery and separate pedestrian access to the southern site entrance, to ensure there is a public vehicle and stockproof barrier, including fencing as necessary.
- Structural inspection of the derelict building to the south of the peat bog. Following the inspection, a report shall be prepared assessing options for future use or demolition of the property, including but not limited to:
  - Full demolition.
  - Refurbishment and use as a shelter.
  - Partial demolition and use as a viewing area with interpretation materials.
  - Partial demolition for safety with no future use anticipated.

From these options and in consultation with the Client a preferred option will be selected, and any design work required to gain planning permission will be undertaken by the Contractor.

Stage 1 Works will include:

1. The Contractor will undertake Project familiarisation and mobilisation of staff.

2. The Contractor will review the existing information provided in the site information.
3. The Contractor will provide a fully considered permanent & temporary outline design, including value engineering opportunities, to meet the Client's objectives and suitable for a planning application, for acceptance by the Project Manager.
4. The Contractor will provide a build-up of a market tested cost estimate that aligns with the dates noted below.
  - Formal submission of Stage 2 Forecast Costs (+/-10%) – 1<sup>st</sup> September 2022,
  - Formal submission of Stage 3 Forecast Costs (+/-30%) – 1<sup>st</sup> September 2022.
5. The Contractor will provide all information and documents required for the Client to apply for planning permission for the works and any other required consents.
6. The Contractor will produce for the acceptance of the Project Manager a design management plan detailing the design management process, individuals, and experience in relation to design management, individual's responsibilities in the design management process, a schedule of meetings both with the internal design team and all external stakeholders. It is expected the Contractor will lead all design team meeting recording minutes at each meeting to be issued to all attendees for acceptance.
7. The Contractor will produce for acceptance of the Project Manager an environmental management plan, sufficient to meet all regulatory requirements for the approval of the stage 1 design and consenting.
8. The Contractor will create, manage, and maintain an estimate to a structure / template defined by the Project Manager. The Contractor will undertake the estimating process in an open-book approach with the Client providing clear visibility of where all costs, risks and contingencies have been used.
9. The Contractor will Develop a stakeholder management plan for acceptance of the Project Manager identifying all key stakeholders and detailing an engagement process.
10. The Contractor will undertake all necessary liaison with public utility authorities to identify all utility services in the area which could constrain the design and to gain understanding of any requirements in relation to the Works. The design is to take full consideration of all Statutory Undertakers plant within the working area.
11. The Contractor will undertake initial consultations with Environment Agency (EA), Natural England and Planning Authority and all other statutory consultees to understand the technical constraints for the construction of the works and produce a report detailing these. The report should also include a schedule of all approvals required for both permanent and temporary works and should be updated monthly for acceptance by the Project Manager.
12. The Contractor will produce feedback reports at each stage of stakeholder engagement for acceptance of the Project Manager.
13. The Contractor will undertake all necessary; liaison, design, co-ordination, and interface management with all Statutory Regulatory Bodies e.g., Environment Agency, Natural England and MMO, to understand all requirements for obtaining all necessary permits to work and ensuring that the Stage 1 design output meets all design parameters/criteria necessary to submit the planning application. Managing the interface between the various workstreams to enable the most time and cost-effective solutions in constructing the works.
14. The Contractor will arrange and attend project progress meetings (monthly).
15. The Contractor will identify areas where land access is required to undertake works and provide drawings indicating any necessary permanent or temporary land requirements for acceptance by the Project Manager. The Contractor should obtain outline agreements to be submitted to the Client for approval.
16. The Contractor shall provide all necessary commercial and project management services required for the management of the works, including attendance at all meetings, document management, submission of programmes, applications for payment, forecasts, progress, risks, issues, and opportunities.
17. The Contractor will provide a monthly performance report which will focus on the following key project areas (not exhaustive):
  - Health, Safety, Environmental & Wellbeing,
  - Design progression,



- Value Engineering Opportunities,
- Estimate Evolution,
- Schedule & Sequencing,
- Risk,
- Stage 1 Contract Commercial Performance,
- Earned Value Management,
- Stage 2 forecast/cost plan.

The report will detail any changes on the previous month.

18. The Contractor will undertake the role of Principal Contractor and provide all necessary services to comply with the CDM 2015 regulations for this role.

19. Contractor to commit to the Client's H&S Policy and health and safety generally as follows:

- To provide adequate control of the health, safety and welfare risks arising from work activities which may affect the workforce or others,
- To consult with the workforce on matters affecting health and safety,
- To provide and maintain safe plant and equipment,
- To ensure safe handling and use of substances,
- To provide information, instruction, and supervision for the workforce,
- Provide suitable training for the workforce to ensure staff are competent to do their tasks,
- To take all reasonable steps to prevent accidents and cases of work-related ill health,
- To maintain safe and healthy working conditions,
- Agree to ensure that the workforce will comply with all relevant health and safety legislation, as well as any written (e.g., Codes of Practice) or verbal health and safety instructions from the Client, whilst your organisation undertakes any work on behalf of the Client.

### **Bolton Fell Moss NNR – Scope Stage 2**

The services of the PC will need to cover several detailed requirements, as follows, but not limited to:

1. Provision of all project management services required to deliver the Scope. The PC will provide a project management plan detailing all processes, systems, and key persons for acceptance by Natural England.

2. Develop upon the Stage 1 outline designs and provide all engineering design services required to produce a fully compliant design. A fully compliant design will require all approvals required for the construction phase to have been approved by all statutory bodies and any other third parties for which approvals are required for the construction of any element of the stage 2 works. Including but not limited to:

- Environmental engineering
- Ecology and Agriculture
- Structural and Civil Engineering
- Flood risk assessment and flood attenuation and drainage design
- Landscape design
- Geotechnical Engineering.

3. Value engineering, affordability, and opportunity realisation.

4. The Contractor will provide a build-up of a market tested cost estimate that aligns with the dates noted below;

- Formal submission of Stage 3 Forecast Costs (+/-10%) – date to be agreed.

5. Resourced and Cost Loaded Programme, Sequencing, Phasing.

6. Risk, Issue, and Opportunity Management.

7. Cost, Estimate & Budget Management.

8. Procurement of Services, Suppliers and Subcontractors.

9. Management & Delivery (design / permitting / construction / co-ordination / compliance) of Statutory Regulators and their works (direct or interfacing with) such as Environment Agency, Natural England and Cumbria County Council.

10. Environmental and Ecological Works.

11. Access Arrangements.

12. Accommodation Works.

S105 Client's objectives.

Refer to Stage 1 S105.

S110 Description of the works

Stage 2 Works will include:

1. The Contractor will provide a build-up of a market tested cost estimate that aligns with the dates noted below.

- Formal submission of Stage 3 Forecast Costs (+/-10%) – date to be agreed.

2. The Contractor will provide at the completion of Stage 2 a full set of construction drawings and specifications in both electronic and hard format.

3. The Contractor will further develop the Stage 1 design management plan detailing the design management process, individuals, and experience in relation to design management, individual's responsibilities in the design management process, a schedule of meetings both with the internal design team and all external stakeholders. It is expected the Contractor will lead all design team meeting recording minutes at each meeting to be issued to all attendees for acceptance.

4. The Contractor will further develop the Stage 1 environmental management plan, sufficient to meet all regulatory requirements for the approval of the stage 2 design and consenting.

5. The Contractor will create, manage, and maintain an estimate to a structure / template defined by the Project Manager. The Contractor will undertake the estimating process in an open-book approach with the Client providing clear visibility of where all costs, risks and contingencies have been used.

6. The Contractor will further develop the Stage 1 stakeholder management plan for acceptance of the Project Manager identifying all key stakeholders and detailing an engagement process.

7. The Contractor will undertake all necessary liaison with public utility authorities to further identify all utility services in the area which could constrain the design and to gain a deeper understanding of any requirements in relation to the Works. The design is to take full consideration of all Statutory Undertakers plant within the working area.

8. The Contractor will address all issues raised from all Statutory Regulatory Bodies e.g. Environment Agency (EA), Natural England, Planning Authority, MMO and all other statutory consultees during the Stage 2 design process, to ensure all requirements for obtaining all necessary permits to work and ensuring that the Stage 2 design output meets all design parameters/criteria necessary to deliver the works. Managing the interface between the various workstreams to enable the most time and cost-effective solutions in constructing the works.

9. The Contractor will produce feedback reports at each stage of stakeholder engagement for acceptance of the Project Manager.
10. The Contractor will arrange and attend at project progress meetings (monthly).
11. The Contractor will produce a specification for works, testing and inspection schedule for approval of the Project Manager.
12. The Contractor shall provide a fully detailed Construction Management Plan detailing how the works will be delivered, including a list of all consents and approvals necessary for Statutory Regulatory Authorities and project stakeholders identified in the Stakeholder Management Plan.
13. The Contractor shall provide all necessary commercial and project management services required for the management of the works, including attendance at all meetings, document management, submission of programmes, applications for payment, forecasts, progress, risks, issues, and opportunities.
14. The Contractor will provide a monthly performance report which will focus on the following key project areas (not exhaustive):
- Health, Safety, Environmental & Wellbeing,
  - Design progression,
  - Value Engineering Opportunities,
  - Estimate Evolution,
  - Schedule & Sequencing,
  - Risk,
  - Stage 2 Contract Commercial Performance,
  - Earned Value Management,
  - Stage 3 forecast/cost plan.
- The report will detail any changes on the previous month.
15. The Contractor will undertake the role of Principal Contractor and provide all necessary services to comply with the CDM 2015 regulations for this role.
16. Throughout the design stage 2 the Contractor will develop a programme for the delivery of the construction phase and submit to the Project Manager together with the estimate for stage 3 delivery for acceptance on a monthly basis. The programme should be in NEC 4 format and be provided as both hard copy and electronically. At the completion of the design Stage 2 the Stage 3 programme should be provided as a cost loaded programme for the acceptance of the Project Manager.
17. Contractor to commit to the Client's H&S Policy and health and safety generally as follows:
- To provide adequate control of the health, safety and welfare risks arising from work activities which may affect the workforce or others,
  - To consult with the workforce on matters affecting health and safety,
  - To provide and maintain safe plant and equipment,
  - To ensure safe handling and use of substances,
  - To provide information, instruction and supervision for the workforce,
  - Provide suitable training for the workforce to ensure staff are competent to do their tasks,
  - To take all reasonable steps to prevent accidents and cases of work-related ill health,
  - To maintain safe and healthy working conditions,

- Agree to ensure that the workforce will comply with all relevant health and safety legislation, as well as any written (e.g., Codes of Practice) or verbal health and safety instructions from the Client, whilst your organisation undertakes any work on behalf of the Client.

#### 18. Calculation of Stage 3 Cost

The Cost for the Works shall be calculated in accordance with the following provisions:

1. The Scope is defined in the Stage 2 deliverables submitted by the Contractor for the construction of the works, to be agreed by the Project Manager.
2. The Contractor submits an Activity Schedule of prices in accordance with the Contract together with supporting details in accordance with 'Open Book' accounting principles (fully transparent audit record identifying the costs incurred for reimbursement), using the people rates and fee percentage stated in the Stage 2 Schedule of Cost Components (SoCC) submitted at tender stage
3. The Contractor obtains quotations (at least three in respect of each supply or sub-contract package) for the supply of materials and subcontracted work. In respect of each package the Contractor provides evidence that the prices included in the Activity Schedule are calculated using the Best Value quotation.
4. The Project Manager shall have full visibility of how the Stage 3 Cost and Programme has been developed including, but not limited to, all base information; supply chain quotes; risk & contingency allowances; time risk/float allowances, people rates, fee percentages.
5. The sum calculated in accordance with paragraphs 1 to 4 above shall be the Cost (total of the Prices) for the works for Stage 3.

#### **Bolton Fell Moss NNR – Scope Stage 3**

The services of the PC will need to cover several detailed requirements, as follows, but not limited to:

1. Provision of all project management services required to deliver the Scope. The PC will provide a project management plan detailing all processes, systems, and key persons for acceptance by Natural England.
2. Provision of information and documents required to make applications for planning permission and any other consents required for the works. Including but not limited to:
  - Environmental engineering
  - Ecology and Agriculture
  - Structural and Civil Engineering
  - Flood risk assessment and flood attenuation and drainage design
  - Landscape design
  - Geotechnical Engineering.
3. Risk, Issue, and Opportunity Management.
4. Cost, Estimate & Budget Management.
5. Access Arrangements.
6. Accommodation Works.

S100 Description of the works

S105 Client's objectives

Refer to Stage 1 S105

#### S110 Description of the works

The following Stage 3 services are provided as indicative only and should be developed by the successful Contractor as part of the stage 2 Detailed Design deliverables.

The Client reserves the right to amend this information during and up to the submission of the Stage 2 contract deliverables. This draft Stage 3 Scope is also subject to the 3rd party agreements e.g., Environment Agency, Natural England, Local Planning Authority. The final Stage 3 Scope will incorporate the following, and any additions/omissions, which will be developed by the Contractor and Project Manager throughout Stage 2. The final Stage 3 Scope will be drafted by the Contractor to align with the standard NEC 4 Scope format.

The construction phase works (Stage 3) will be defined by the approved Stage 2 deliverables/construction drawings, specifications, Pre-Construction Information, and Statutory Regulator/3rd Party agreements, as provided by the Contractor and will form the Contractor's Scope together with any temporary works required to deliver the permanent works.

The Contractor shall provide all plant, labour, materials, and equipment together with management and support services including but not limited to welfare facilities, security, ecology attendance and traffic management for the construction of the works in accordance with the agreed Stage 2 detailed design and specification.

1. The Contractor will further develop the Stage 2 environmental management plan, sufficient to meet all regulatory requirements for construction.
2. The Contractor will address all issues raised from all Statutory Regulatory Bodies e.g. Environment Agency (EA), Natural England, Planning Authority, MMO and all other statutory consultees during the Stage 2 design process, to ensure all requirements for obtaining all necessary permits to work and ensuring that construction can proceed.
3. The Contractor will arrange and attend at project progress meetings (monthly).
4. The Contractor shall provide all necessary commercial and project management services required for the management of the works, including attendance at all meetings, document management, submission of programmes, applications for payment, forecasts, progress, risks, issues, and opportunities.
5. The Contractor will provide a monthly performance report which will focus on the following key project areas (not exhaustive):
  - Health, Safety, Environmental & Wellbeing,
  - Work progression,
  - Schedule & Sequencing,
  - Risk,
  - Stage 3 Contract Commercial Performance,
  - Stage 3 forecast/cost plan.

The report will detail any changes on the previous month.

6. The Contractor will undertake the role of Principal Contractor and provide all necessary services to comply with the CDM 2015 regulations for this role.
7. Contractor to commit to the Client's H&S Policy and health and safety generally as follows:
  - To provide adequate control of the health, safety and welfare risks arising from work activities which may affect the workforce or others,
  - To consult with the workforce on matters affecting health and safety,
  - To provide and maintain safe plant and equipment,
  - To ensure safe handling and use of substances,
  - To provide information, instruction and supervision for the workforce,
  - Provide suitable training for the workforce to ensure staff are competent to do their tasks,

- To take all reasonable steps to prevent accidents and cases of work-related ill health,
- To maintain safe and healthy working conditions,
- Agree to ensure that the workforce will comply with all relevant health and safety legislation, as well as any written (e.g., Codes of Practice) or verbal health and safety instructions from the Client, whilst your organisation undertakes any work on behalf of the Client.

**The following clauses apply to all Stages of the contract.**

**S200 General constraints on how the Contractor Provides the Works**

The Contractor is to take full cognisance of the requirements of Planning Conditions following the determination of Planning.

The Contractor is also required to take full cognisance on specific obligations determined by Statutory Organisations/3rd Parties through the development of the detail design and proposed construction methodology.

**S205 General constraints**

No construction, excavation, or other earthworks; including start-up of generators or other plant and/or machinery and the deliveries of equipment and materials; shall take place outside the hours specified below:

07:00 to 19:00 on Mondays to Fridays

07:30 to 14:00 on Saturdays

No works shall be carried out on Sundays or public and/or bank holidays.

This condition shall not operate to prevent working outside of these times in relation to:

- the operation of any traffic control systems,
- the carrying out of essential maintenance to plant, machinery or drainage used in the construction works,
- any emergency works; or
- any other matters as otherwise agreed by the local planning authority in writing in advance.

Written permission from the Project Manager 48hrs before intended Out of Hours working is required.

The Contractor shall not permit the delivery or storage of any material, plant or equipment within the site which are neither required to be incorporated into the works nor required for the performance of the contract. The Contractor shall control noise through adherence to the working hours of operation, standard good practice, and applicable laws - There are no project-specific noise levels that must be observed.

The Contractor is to take specific cognisance of environmentally sensitive operations that could be affected by the works.

Any fuel or chemicals shall be stored safely and adequately bunded in a separate compound.

All excavated material, including topsoil, spoil and material that is to be reused is to be stored within specified areas as agreed with the Project Manager.

Topsoil shall be stored separately from all other excavated material.

The Contractor shall produce a Construction Phase Environmental & Ecological Management Plan for the acceptance of the Project Manager prior to commencing construction activities.

**S210 Confidentiality**

The Contractor should not discuss or disclose any of their activity in connection with delivering the Works without written permission from the Project Manager.

#### S215 Security and protection of the Site

During work on site, including GI works, the Contractor shall ensure that the Site, including all compounds and laydown areas, is secure, segregated and health and safety signage clearly displayed.

Any segregation fencing/barriers must not impede or restrict landowners' operations and/or maintenance activities, unless otherwise agreed with the relevant landowner. Neither should it pose any danger to the public.

The Contractor is responsible for securing all plant, equipment, and materials during the works.

#### S220 Security and identification of people

The Contractor shall ensure that all visitors to Site sign the site visitor book when attending the Site.

#### S230 Protection of the works

The Contractor shall be responsible for reinstatement of the Site to its original condition as recorded in the Client's pre-entry survey and as agreed with any landowner.

The Contractor shall design and construct the works so that all existing assets belonging to the Client or any other third party are protected against settlement or damage.

Any damage to existing assets shall be assessed and repaired by the Contractor at their cost to the acceptance of the Project Manager (also refer also S245).

#### S235 Cleanliness of roads

Public and private highways shall be kept clean and free from debris when used by the Contractor.

Any damage to roads which is outside of the Scope and is as a direct consequence of the Contractor executing the works, shall be repaired by the Contractor and at the Contractor's expense to the acceptance of the Project Manager.

#### S240 Traffic management

The Contractor shall produce a Traffic Management Plan including drawings that detail the proposed access routes and the duration for which access shall be required for any works requiring traffic management.

The Contractor shall, with the Project Manager's acceptance, liaise with Cumbria County Council's (CCC) area networks to establish a Traffic Management Plan which shall be submitted to the Project Manager for acceptance prior to implementation. All temporary traffic management proposals shall be in accordance with "Safety at Street Works and Road Works" A Code of Practice (2103) and or Chapter 8 of the Traffic Signs Manual.

As part of the Traffic Management Plan the Contractor will provide details of any proposed traffic management measures including details of any Traffic Regulation Orders (TRO's) required for the completion of the works.

The Contractor will make all submissions necessary to the Highway Authority to obtain all temporary and permanent Traffic Regulation Orders required for the works.

Deliveries to site shall only be permitted during the working hours, unless specifically agreed with the Project Manager.

All construction and site vehicle movements shall be within the Site unless safety or other requirements deem necessary. Any vehicle movements that are proposed to take place outside of the site shall be proposed by the Contractor for the acceptance of the Project Manager and included within the Traffic Management Plan

The Contractor shall ensure that any closures of Public Rights of Way (PRoW) are notified to and agreed with the relevant authority.

Measures to maintain the functioning of all PRoW as agreed with those authorities shall be undertaken by the Contractor.

All construction plant and materials shall be stored within the site compounds or alternative location as agreed by the Project Manager.

#### S245 Condition survey

Prior to commencement of any construction, demolition, site investigation, surveys, the Project Manager, Supervisor and Contractor will carry out a pre-entry dilapidation survey of the Site. The Contractor shall be responsible for reinstatement of the Site to its original condition as recorded in the Client's pre-entry survey. The Contractor shall design and construct the works so that all existing assets belonging to the Client or any other third party are protected against settlement or damage. Any damage to existing assets shall be assessed and repaired by the Contractor at their cost to the acceptance of the Supervisor / Project Manager

The Contractor shall properly assess and record with a photographic schedule, the condition of all existing assets, including any temporary diversion routes, prior to commencement of any works.

#### S250 Consideration of Others (also refer to S 205)

Access and hours of operation may be further restricted to avoid disturbing any ecological, agricultural, business or residential activity.

The Contractor shall produce and ensure that all site employees, sub-Contractors and visitors attend an initial, and periodic, site inductions and refreshers.

#### S255 Industrial relations

Not Used.

#### S260 Control of works

The Contractor will ensure that all necessary permits and licences are agreed with the necessary Regulatory Authority 3rd Party prior to commencing any construction / environmental / ecological works, surveys or site investigations.

#### S265 Site cleanliness

The Site is to be maintained in accordance with best practice procedures.

#### S270 Waste materials

The Contractor, unless otherwise instructed by the Project Manager, shall dispose of all waste materials arising from executing the Works.

Where possible materials should be segregated at source for recycling purposes.

#### S280 Weather Forecasting

The Contractor shall ensure accurate daily weather forecasts are obtained from industry recognised sources to help inform and ensure that planned activities can be executed safely and to time, cost and quality.



The Contractor should also ensure that such weather forecasting data is obtainable by its delivery team and that it forms part of daily planned activity briefings given to the delivery workforce.

#### S300 Contractor's design

#### S305 Design Responsibility

The Contractor shall coordinate and check all Sub-Contractors' designs and specifications for permanent and temporary design activities.

Refer to section S100 – "Description of the works" contained in this Stage 1 Scope

- The Contractor shall undertake the design and approvals of any temporary works required to deliver the construction phase works.
- The Contractor shall visit site to establish constraints on access and gain necessary approvals to access the area of works.
- The Contractor shall consult with; Environment Agency, Natural England, Local Planning Authority and other statutory consultees to establish consents required for the works.
- The Contractor shall prepare all necessary documents and drawings for submission to the Local Planning Authority in order for the Client to apply for planning permission for the works.

The Contractor is responsible for preparing and obtaining approval of all documentation so that the Client meets all their legal requirements

The Contractor is responsible for all permanent & temporary design work described in this section.

#### S310 Design submission procedures and acceptance criteria

Notwithstanding the following, it is expected that the Contractor shall liaise and consult throughout the Design period with the Project Manager.

All Contractor's documentation shall be issued to the Project Manager using an agreed Electronic Document Management Tool indicating all contract references as well as the Contractor's project document and revision numbers, title, and chronological listing of transmitted documentation.

The Contractor shall ensure that submissions have been designed, checked and approved by an appropriately SQEP (Suitably Qualified & Experienced Personnel) resource.

All electronic documentation shall be submitted by the Contractor in Adobe Acrobat (.pdf) and native file format.

Documents will only be submitted to the Project Manager following receipt of all technical and statutory approvals.

After review of the submitted documents the Project Manager shall respond either with acceptance or with comments, instruction for revision and re-submission if appropriate.

Scanned copies or digital mark-ups of the documents may be returned to the Contractor via the agreed Electronic Document Management Tool.

On receipt of the reviewed documents, the Contractor shall make any revisions as requested and resubmit to the Project Manager.

Any queries regarding the review comments or requested revisions shall be addressed with the Project Manager prior to re-submission.

Any resubmission which has not addressed the Project Manager's comments will be returned to the Contractor, who shall re-issue revised documents addressing all the Project Manager's previous comments.

Resubmissions shall be made by the Contractor in their entirety, with numbered revision control to record which documents the revised documents supersede, if applicable.

In the case of drawings, every sheet shall have its own revision number and is to be revised as an individual document.

In the case of calculations and other documents, all sheets under cover of one document number shall be under the same revision number, and shall be submitted as a single complete document, even if the revision is a minor one.

S315 Design approvals from Others

Not used.

S320 Client's requirements

Refer to section S100 – "Description of the works" contained in this Stage 1 Scope

S325 Design co-ordination

The Contractor shall ensure all design documentation is submitted to the Project Manager as required by the contract.

The Contractor is responsible for design co-ordination and shall co-ordinate all designers to ensure delivery to the agreed schedule.

The Contractor shall submit a Design Management Plan for the acceptance of the Project Manager.

S330 Requirements of Others

The Contractor shall identify and confirm the relevant authorities and utility providers impacted by providing the works and indicated within the programme. The Contractor shall liaise with the relevant authorities and utility providers regarding the works and any activities required by the relevant authorities and utility providers, such as utility diversions, on-site monitoring, permits, etc. The Contractor shall determine and comply with all such requirements. Authorities will include, but may not be limited to;

- Environment Agency,
- Natural England,
- Planning Authorities,
- Cumbria County Council Highways,
- and other relevant statutory bodies.

The Contractor should identify any information they require to ensure successful delivery of the Works and request the information in a timely manner.

The Contractor shall liaise with all Statutory Regulators throughout the construction phase to ensure a right first-time approach to the execution of the Works, notwithstanding any remaining temporary design works.

The Contractor is required to make all necessary submissions for environmental permits and to report status of permit applications to the Project Manager at progress meetings

Any temporary road layouts or temporary works requirements shall be agreed with the Project Manager

The Contractor shall ensure that any closures of Public Rights of Way (PRoW) are notified to and agreed with the relevant authority. Measures to maintain the functioning of all PRoW as agreed with those authorities shall be undertaken by the Contractor

S335 Copyright/licence

Refer S405

S340 Access to information following Completion

The Contractor shall retain any information that may be required for the correction of any Defects.

S400 Completion

S405 Completion definition

The following are required for completion:

Stage 1:

- Submission to the client of all documents and drawings required to submit a planning application for the works.
- A developed and agreed scope, costed Activity Schedule and programme for Stage 2.
- Submission to the Client of a detailed organisation structure to deliver Stage 2,
- A Stage 2 fully costed Risk & Opportunities Register,
- A formal written offer from the Contractor incorporating all the above information/deliverables that would (subject to agreement by the Client) form the basis of a Stage 2 contract.

Stage 2:

- Submission to the client of all documents, drawings and specification required for construction of the works in Stage 3.
- A developed and agreed scope, costed Activity Schedule and programme for Stage 3.
- Submission to the Council of all approved consents necessary for the delivery of the Stage 3 works, including discharge of planning conditions and any other required consents,
- Submission to the Client of a Construction Phase Plan (compliant with the requirements of CDM 2015),
- Submission to the Client of a detailed organisation structure to deliver Stage 3,
- A Stage 3 fully costed Risk & Opportunities Register,
- A formal written offer from the Contractor incorporating all the above information/deliverables that would (subject to agreement by the Client) form the basis of a Stage 2 contract.

Stage 3

- Completion of the works on site to the satisfaction of the Project Manager,
- Provision of information and drawings sufficient for the Principal Designer to compile the Health & Safety File.

All completion requirements are subject to acceptance by the Project Manager:

Without prejudice to any other rights and remedies which the Client may possess, if:

- the Contractor and the Client are unable to agree the Activity Schedule Cost and completion date for Stage 2 or Stage 3 as appropriate, within 28 days of the Contractor issuing its Stage 1 or Stage 2 Deliverables Submission or,
- the Contractor's Activity Schedule Cost for Stage 3 (if it had been agreed) would exceed the budget for the Works or,
- the Contractor's Completion Date (if it had been agreed) would be later than the latest Construction Phase Completion Date,

the Client in its sole discretion, having full Intellectual Property Rights over the Stage 1 and Stage 2, as appropriate, design and deliverables, may then seek an alternative Contractor to enter into the Stage 2 or Stage 3 contract using the Stage 1 and Stage 2 Deliverables.

In so doing the Contractor will grant a licence to the Client of the copyright in the Proprietary Material prepared by the Contractor and use its reasonable endeavours to ensure that the copyright in the Proprietary Material prepared by its Subcontractors and/or sub-consultants is also licenced to the Client.

The Client will have no liability to the Contractor for any loss of profit or any other loss arising out its decision not to proceed to Stage 2 or Stage 3 with the Contractor.

S410 Sectional Completion definition

Not Used

S415 Training

Not Used

S420 Final Clean

Not Used

S425 Security

Not Used

S430 Correcting Defects

The Contractor shall liaise with the Project Manager and Supervisor to agree programme dates for correcting Defects in Stage 3 and make arrangements for access.

S435 Pre-Completion arrangements

The Contractor should ensure that he undertakes any activities that are required to trigger Completion in good time and advises the Project Manager of any elements that require Clients or Project Manager involvement.

S440 Use of the works

The Contractor shall propose a Take Over date in Stage 3 to the Project Manager and wait for confirmation from the Project Manager.

S500 Programme

S505 Programme requirements

Level 1 Requirements:

The Contractor shall submit a programme that uses the Project Manager's agreed WBS and schedule settings (standard calendars, activity coding etc.).

In addition, a Milestone Definition Sheet shall be produced by the Contractor and updated on a period basis aligned to Clause 31.2.

S510 Methodology statement

The Contractor shall prepare a brief methodology statement that will accompany the Programme.

This should detail any new activities, include a summary of the critical path and changes to this, details of any activities that have exceeded the planned duration and causes, any delay to completion and mitigation measures that have been or are to be implemented.

#### S515 Work of the Client and Others

The Contractor should identify any activities to be undertaken by the Client or Others to ensure successful delivery of the Works. These should be indicated in the programme and this information should be shared with the third party once known to ensure timely delivery of works.

#### S520 Information required

The Contractor should identify and obtain any information he requires to ensure successful delivery of the works.

#### S600 Quality Management

##### S605 Quality management system

The Contractor is required to employ a full quality management system in accordance with the general requirements of ISO 9001, on all aspects of this contract.

##### S610 Quality policy statement and quality plan

The Quality Plan means the Contractor's statement, which outlines strategy, methodology, resources allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Scope.

A Quality Plan shall be submitted to the Project Manager for acceptance within 2 weeks of the starting date. Any changes to the Quality Plan shall be submitted to the Project Manager for acceptance.

The Quality Plan shall give details of the procedures and instructions to assure quality standards for all of the works on and off the Site in respect of:

- Company Quality Assurance Policy Statement,
- Project organisational structure,
- List of quality procedures and instructions to be undertaken to assure quality standards,
- Contract review,
- Design control,
- Document control,
- Purchasing,
- Subcontract administration and control,
- Identification and traceability,
- Supervision of construction,
- Inspection, measuring and testing of plant and equipment,
- Handling, storage, packaging and delivery,
- Internal quality audits and audit programme,
- Non-conformances and corrective actions,

- Programme,
- Commissioning documentation,
- Software version control,
- Training,
- Inspection and Testing,
- Tool-Box Talks and Site Inductions,
- Risk Management process,
- Progress Reporting,
- Communications Plan,
- Stakeholder Identification & Management Plan.

The Contractor should co-operate with Cumbria County Council Local Area Network Teams and other Stakeholders identified as part of the Quality Management Plan (Stakeholder Identification & Management Plan).

#### S615 Samples

Where requested by the Project Manager the Contractor shall provide materials and samples including procedures for submission and acceptance that will form part of the temporary or permanent solution for acceptance

#### S700 Tests and inspections

#### S705 Tests and inspections

The Contractor shall test and commission the whole of the works and carry out all sampling associated with these activities.

The Contractor shall be responsible for the provision, maintenance, and removal on completion of temporary, diversionary, and enabling works required for inspection and testing.

#### S710 Samples

Where requested by the Project Manager the Contractor shall provide samples of Plant or Materials, including samples of workmanship that will form part of the temporary or permanent solution for acceptance.

#### S715 Management of tests and inspections and provision of samples

A schedule of tests, surveys, site inspections and off-site inspections and the procedure for the submission and review of test and inspection results, shall be provided by the Contractor as part of the Quality Plan for approval by the Project Manager.

#### S720 Covering up completed work

The Contractor shall cover up Works that have been tested and recorded within 2 working days, or sooner if environmental conditions dictate.

#### S725 Supervisor's procedures for inspections and watching tests

The Contractor shall advise the Supervisor and Project Manager of when they propose to undertake a test and/or inspection.

The Contractor shall provide a written and photographic report to the Supervisor following the inspections and/or test.

S800 Management of the works

S805 Project team – Others

Refer Contract Data

S810 Communication System

The Contractor shall use the agreed electronic document and management system for all communication. The Contractor shall not discuss the Scope with any individual or party outside of those involved in executing the works. The Contractor should defer all requests for information to the Project Manager.

S815 Management Procedures

The Contractor will provide a monthly performance/dashboard report which will focus on the following key project areas (not exhaustive):

- Health, Safety, Environmental & Wellbeing,
- Progress of works (to agreed WBS with the Project Manager),
- Design progression,
- Value Engineering Opportunities,
- Schedule & Sequencing,
- Risk, issues, and opportunities,
- Stage 1 contract commercial performance,
- Earned Value Management,
- Monthly actuals and forecasts,
- The report will detail any changes on the previous month.

Progress meetings are to be held at intervals no greater than 4/5 weeks.

The Contractor shall hold monthly Early Warning/Compensation Event meetings with the Project Manager.

The Contractor shall provide all labour, materials, and equipment together with the necessary management and support services including but not limited to,

- The delivery of the Scope
- Stakeholder engagement and management,
- Ecological management
- Archaeological and Heritage management and liaison with statutory bodies,
- Agricultural liaison officer/Environmental Clerk of Works
- Traffic management

S820 Contractors application for payment

The Contractor shall submit to the Project Manager in a format to be approved by the Project Manager

S900 Working with the Client and Others

S905 Sharing the Working Areas with Others

Apart from those works under the direct control/management of the Contractor, the Contractor should plan for the following potential operations within the Work Area.

- Residents and businesses near the site,
- Statutory Regulatory/Authority works
- Client procured works to manage/improve the peat bog.

The Contractor is required to identify these operations and propose suitable working relationships for approval by the Project Manager

S910 Co-operation

The Contractor will co-operate with the Cumbria County Council Local Area Network Teams for traffic management, adjacent landowners, and other Stakeholders.

The Contractor will produce for acceptance by the Project Manager a Stakeholder Management Plan detailing all stakeholders and how interfaces will be managed together with roles and responsibilities.

S915 Co-ordination

The Contractor will co-ordinate with the Cumbria County Council Local Area Network Teams for traffic management, landowners and other Stakeholders identified as part of the Stakeholder Management Plan.

S920 Authorities and utilities providers

The Contractor shall identify and confirm the relevant authorities and utility providers impacted by providing the works.

The Contractor shall liaise with the relevant authorities and utility providers with regard to the works and any activities required by the relevant authorities and utility providers, such as utility diversions, on-site monitoring, permits, etc.

The Contractor shall determine and comply with all such requirements.

Authorities will include, but may not be limited to; Cumbria County Council Highways, Environment Agency, Natural England, Local Planning Authority and other relevant statutory bodies.

S925 Environmental Permitting Requirements

The Contractor is required to obtain all necessary Environmental permits required for the completion of the works.

Where provided, following the initial site inspection and identification of the works the Contractor is required to review the initial screening undertaken by the relevant authority, the Contractor will agree with the authority the necessary permits required for completion of the works.

The Contractor shall provide all information necessary to obtain Environmental permits required for completion of the works.

The Contractor shall liaise with the Environmental Permitting authority throughout the design and construction phase to ensure a right first-time approach to the design and consenting process.

The Contractor is required to make all necessary submissions for environmental permits and to report status of permit applications to the Project Manager at progress meetings.



S930 Listed Building consents

Not used.

S1000 Services and other things to be provided

S1005 Services and other things provided by the Contractor for the use of the Client, Project Manager, Supervisor or Others

The Contractor shall prepare a layout plan describing access/egress, pedestrian and vehicular controls, signage, loading/unloading and vehicular movements, site security arrangements, hoardings and lighting and the location of site accommodation/welfare facilities. This shall be submitted for Project Manager acceptance.

The Contractor shall implement and maintain any additional requirements necessary to ensure that the welfare facilities satisfy Schedule 2 of the Construction Design and Management (Health Safety and Welfare) Regulations 2015.

The Principal Designer shall carry out a pre-start welfare inspection. The results of the inspection will be communicated to the Client and Contractor by the Principal Designer.

The Client shall confirm in writing that they are satisfied that the initial welfare arrangements are suitable or identify where improvements are required. The Contractor shall not commence any construction works until such confirmation has been received. The Contractor shall notify the Project Manager and Principal Designer of any proposal to carry out any significant change to the welfare arrangements.

S1010 Services and other things to be provided by the Client

None

S1100 Health and safety

S1105 Health and safety requirements

The Contractor shall execute the Works in accordance with.

- Health and Safety at Work etc Act 1974,
- Construction Design and Management Regulations 2015,
- Management of Health and Safety at Work Regulations 1999,
- Clients 'Contractor Health & Safety Code of Practice - Version 1',
- Including compatibility with ISO18001 H&S Management System.

The Contractor shall implement and maintain any additional requirements necessary to ensure that the welfare facilities satisfy Schedule 2 of the Construction Design and Management (Health Safety and Welfare) Regulations 2015.

The Principal Designer shall carry out a pre-start welfare inspection. The results of the inspection will be communicated to the Project Manager and Contractor by the Principal Designer

The Contractor shall ensure that all staff, plant operators, delivery and sub-Contractors have the necessary qualifications to work on any part of the site and/or works.

The Contractor shall provide to the Project Manager their Company Health and Safety Policy and Procedures

The Contractor shall agree with the Project Manager prior to the commencement of any works the project reporting procedures required e.g., SHE inspections, incidents, near misses and corrective action taken.

The Contractor shall produce and ensure that all site employees, Sub-Contractors, and visitors attend an initial, and periodic, site induction and refreshers, and are effectively managed and supervised whilst on Site. The Contractor shall ensure that all visitors to Site sign the site visitor book when attending Site.

The Contractor shall ensure that the Site, including all compounds and laydown areas, is secure, segregated and health and safety signage clearly displayed. Any segregation fencing/barriers must not impede or restrict Client Statutory Regulatory, Landowner Operations, 3rd Parties operations and/or maintenance activities without agreed alternative options. Contractor to notify and submit to Project Manager in a manner to suit outside party's operations. Neither should it pose any danger to the public.

The Contractor is to procure, provide, fix and remove after completion, site signage as approved by the Project Manager. The Contractor should seek formal approval of wording and design from the Project Manager. The Contractor should ensure that site signage is visible whilst not creating any addition health, safety and environmental issues.

Any fuel or chemicals shall be stored safely and adequately banded in a separate compound.

The Contractor shall erect sign boards (for benefit of Contractor, visitors, Client communications and general public) at locations to be agreed with the Project Manager.

The Contractor shall control noise through adherence to the working hours of operation, standard good practice and applicable laws.

The Site is to be maintained in accordance with best practice procedures

#### S1110 Method statements

The Contractor should submit method statements as part of the CPP prior to attending site to undertake initial surveys, inspections, and construction work.

#### S1115 Legal requirements

The Contractor shall carry out the duties of the Principal Contractor in accordance with the Construction (Design and Management) Regulations 2015 (CDM Regulations).

#### S1120 Inspections

The Contractor will undertake site safety and environment inspections on behalf of the Client on a periodic basis.

#### S1125 Deleterious and hazardous materials

Any deleterious or hazardous material encountered during the works shall be removed and appropriately disposed of by the Contractor evidenced with supporting transfer documentation

#### S1130 Pre-Construction information (CDM Regulations 2015)

The Client has provided Pre-Construction information as part of the tender package. The Contractor shall coordinate with the Client and Principal Designer to develop the pre-construction information during the design stage 1 to include all necessary information to inform the Ground Investigation and for the Stage 2 detailed design and Stage 3 construction phase of the works.

#### S1200 Subcontracting

#### S1205 Restrictions or requirements for subcontracting

The Contractor shall comply with the following limitations on subcontracting:

- The Contractor shall not subcontract the management or supervision of the works.
- The Contractor shall coordinate and check all Sub-Contractors' designs and specifications.

Where the Contractor employs a Sub-Contractor who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a Sub-Contractor operating on the Site and/or Working Areas, then the Contractor ensures that any such Sub-Contractor complies with the Contractor's Quality Management System as per section 600 of the Scope.

The selection of a Sub-Contractor by the Contractor will require 3 No, competitive quotations and the acceptance of the Project Manager for all subcontracted works with a value of more than £10,000. The Contractor should demonstrate that T/C/Q reasons for the proposed Sub-Contractor selection.

#### S1210 Acceptance procedures

Works can only be submitted to the Project Manager for acceptance once all necessary approvals have been obtained, notwithstanding the basic requirements of CI 26.3.

#### S1300 Title

#### S1305 Marking

Not Used

#### S1310 Materials from excavation and demolition

The Contractor shall remove all unusable to a suitable landfill off-site.

The Contractor shall provide the Client a record of all material disposed of off-site.

#### S1400 Acceptance or Procurement procedures

Not Used

#### S1500 Accounts and records

#### S1505 Additional records

Not used.

#### S1600 Ultimate Holding company guarantee (Option X4)

Not used.

#### S1700 Undertakings to the Client or Others (Option X8)

Not used

#### S1800 Transfer of Rights (Option X9)

Not used.

#### S1900 Information Modelling (Option X10)

Not used.

S2000 Performance bond (Option X13)

Not used.

S2100 Advanced Payment to the Contractor (Option X14)

Not used.

S2200 The Contractors design (Option X15)

Not used.

S2300 Retention (Option X16)

Not used.

S2400 Low Performance Damages (Option X17)

Not Used

S2500 Early Contractor involvement (Option X22)

Not Used

S2600 Project Bank Account (Option Y(UK)1)

Not Used

S2700 Client's work specifications and drawings

Not Used

## 2. Drawings

## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available


## 4. Constraints on how the *Contractor* Provides the Works

Refer to S200 General constraints on how the Contractor Provides the Works in Section 2

## 5. Requirements for the programme

Refer to S500 in Section 2

## 6. Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item	Date by which it will be provided
Appendix A_ Scope	Date of tender issue
Appendix B_ Land Registry	Date of tender issue
Appendix C_ Service Plans	Date of tender issue
Appendix D_ Design Drawings	Date of tender issue
Appendix E_ Flow Data	Date of tender issue

## 7. Site Information

Please refer to Appendix A for site maps  
Site Address:

Bolton Fell Moss NNR, Hethersgill,  
Carlisle,  
Cumbria  
CA6 6JL.

Bolton Fell & Walton Mosses lies approximately six km north-west of Brampton and thirteen km north-east of Carlisle, Cumbria Local Planning Authority Carlisle City Council National Grid Reference NY 504665.

Available information supplied in the tender are as follows:

Item	Type
Factory restoration area	Plan
Site location	Plan
Bolton Fell drainage survey – Arcadis	Report
Drainage assessment and hazardous waste – Arcadis	Report
Drains sketch from previous site manager	Plan
Electricity disconnection	Plans

Waste letter and report – soil sampling and testing – Ergo	Report
Handover/as-builts for drainage works and pond	Report/plan
Bolton Fell Moss management plan	Report
Possible areas of contamination	plan

## Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	<div></div> <p>Form of Contract:</p>	<div></div>
2.	<p>Form of Contract:</p>	
3.	<p>Form of Contract:</p>	
4.	<p>Form of Contract:</p>	