



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

Geographical Area:
Project Name: Hunsingore Gauging Weir Fish Pass - Appraisal
Project Number: [REDACTED]

Contract Type: Engineering Construction Contract
Option: Option C

Contract Number:

Stage: Other

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Hunsingore Gauging Weir Fish Pass - Appraisal

Project Number [REDACTED]

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 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
LIT 13267 - ECC ESE BAM Scope - Hunsingore Gauging Weir Fish Pass

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

1 General

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

Main
Option

Option C

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X15: *Contractor's* design

X18 Limitation of Liability

X20: Key Performance Indicators

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

Z: *Additional conditions of contract*

The *works* are

ESE support for the Hunsingore Gauging Weir Fish Pass project including likely Ground Investigation works

The *Client* is

Environment Agency

Address for communications

Lateral
8 City Walk
LS11 9AT

Address for electronic communications

[REDACTED]

The *Project Manager* is

[REDACTED]

Address for communications

Environment Agency
Lateral
8 City Walk
LS11 9AT

Address for electronic communications

[REDACTED]

The *Supervisor* is

[REDACTED]

Address for communications

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

Address for electronic communications

[REDACTED]

The *Scope* is in

LIT 13267 - ECC ESE BAM Scope - Hunsingore Gauging Weir Fish Pass

The *Site Information* is in

LIT 13267 - ECC ESE BAM Scope - Hunsingore Gauging Weir Fish Pass

The *boundaries of the site* are

LIT 13267 - ECC ESE BAM Scope - Hunsingore Gauging Weir Fish Pass

The *language of the contract* is English

The *law of the contract* is

the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is

2 weeks

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than

2 weeks

2 The Contractor's main responsibilities

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

condition to be met

'none set'

'none set'

'none set'

key date

'none set'

'none set'

'none set'

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than

4 weeks

3 Time

The *starting date* is

13 March 2023

The *access dates* are

part of the Site

Asite

FastDraft

date

20 March 2023

20 March 2023

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

4 weeks

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

15 December 2023

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

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

4 weeks

4 Quality management

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

4 weeks

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

52 weeks

The *defect correction period* is 2 weeks except that
 • The *defect correction period* for is
 • The *defect correction period* for is

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is

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

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

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

6 Compensation events

The place where weather is to be recorded is Wetherby

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 Met Office
 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

[REDACTED]

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

[REDACTED]

[REDACTED]

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are Lee Riley-Thompson

Address for communications Environment Agency
Lateral
8 City Walk
LS11 9AT

Address for electronic communications lee.riley-thompson@environment-agency.gov.uk

Name Michael Grayson

Address for communications Environment Agency
Lateral
8 City Walk
LS11 9AT

Address for electronic communications Michael.Grayson@environment-agency.gov.uk

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications ['to be confirmed'](#)

The *Adjudicator nominating body* is The Institution of Civil Engineers

Z Clauses

Z1 Correctness of Site Information and other documents

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

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

Z 2A: Risk transfer: Physical conditions within the Site

Clause 60.1 (12) is deleted from this contract.

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 cl54.2 and before cl54.3, insert the following additional clause:

54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the Contractor.

Z10 Payments to subcontractors, sub consultants and

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for works. Payment to subcontractors will be 28 days from the assessment date.

If the *Contractor* does not achieve payments within these time scales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services and supplies.

Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

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

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

Transfer of rights clause Z11

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

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

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

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

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

Z16 Disallowed Costs

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

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

Z19 Linked contracts

Delays and additional cost on this contract resulting from the *Contractor's* fault or error on a previous contract on this project or programme will be a Disallowable cost under this contract and not be a Compensation event under this contract.

Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Project Manager's* certificate.

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Project Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following

Insurance certificates are to be submitted to the Client on an annual basis.

Z30 Material Price Volatility

The *Client* recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 the *Client* will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.

Z30.1 Defined terms

- a) The Latest Index (L) is the latest index as issued by the *Client*. The L, which is at the discretion of the *Client*, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.
- b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.
- c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.

Z30.2 Price Volatility Provision

Through a Compensation Event the *Client* shall pay the PVP. PVP is calculated as:
 $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$

If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the *Client*. The PVP calculated at the last assessment before 30 June 2022 is used for calculating the price increase after that date.

Z30.3 Price Increase

Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.

Z30.4 Compensation Events

The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2022 period compensation event.

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

The Defined Cost for compensation events is assessed using

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X7: Delay damages

X7 only

Delay damages for Completion of the whole of the *works* are

██████████

██████████

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

██████████

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

██████████

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

██████████

OPTION X15: The *Contractor's* design

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

██████████

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

██████████

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

██████████

██

██

██████████

██

The *Contractor's* liability for Defects due to its design which are not listed on the Defects

██████████

██████████

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

██████████

The *end of liability date* is
Completion of the whole of the *works*

██████████

after the

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

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

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

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

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

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

term	<i>beneficiary</i>
any	none

Part Two - Data provided by the Contractor

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

1 General

The Contractor is

Name BAM Nuttall Ltd

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

Address for electronic communications

The fee percentage is

Option C

The working areas are

The Site, Contractors offices whether temporary or permane

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

The Scope provided by the *Contractor* for its design is in

3 Time

The programme identified in the Contract Data is

5 Payment

The *activity schedule* is

[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1) [REDACTED]

Address for communications

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

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

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

Address for electronic communications

[REDACTED]

X10: Information Modelling

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

[REDACTED]

Contract Execution

Client execution

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Signed Underhand by [PRINT NAME] for and on behalf of [Redacted]

[Redacted]

[Redacted] 12/04/2023 Divisional Director

[Redacted]

ECC Scope Template - Early Supplier Engagement (ESE)

NEC4 engineering and construction contract (ECC)

24/09/2018

412_13_SD10

Document category: COMPULSORY

customer service line
03708 506 506
www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Environment Agency

NEC3 engineering and construction contract (ECC)

Works Information

Project / contract information

Project name	Hunsingore Gauging Weir Fish Pass
Project 1B1S reference	██████████
Contract reference	
Date	07/03/2023
Version number	2
Author	Timothy Pickersgill

Revision history

Revision date	Summary of changes	Version number
11/04/2022	First issue	1
07/03/2023	Final	2

This Works Information 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

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

Appendix 1 BIM Protocol – Production and Delivery Table

Appendix 2 BIM Protocol – *Clients* Information requirements

1. Description of the works

WI 101 Description of the works

The output of this contract will be the provision of Early Supplier Engagement to provide buildability support to the designer taking account of the project location and risks. This is as set out more particularly in WI103.

WI 102 Scheme overview

The River

The River Nidd rises in the Yorkshire Dales National Park and is a tributary of the River Ouse which flows into the Humber Estuary out to the North Sea. The river Nidd rises on Great Whernside at Nidd Head Spring and runs 90km until it joins the River Ouse at Nun Monkton, near York.

The River Ouse was once the most productive salmon rivers in England but pollution and the impacts of industrialisation had a huge impact on salmon numbers. Following improvements in water quality and the reduced impacts from industry, the River Ouse now has salmon, sea trout, eels and lamprey. It is now estimated that thousands of salmon are once again returning to the River Ouse.

Industrial weirs still fracture the rivers that flow into River Ouse making it impossible for fish to move upstream to breed, feed and find shelter. Removing or making these obstructions passable to fish, opens up river sections for fish migration, aids resilience to climate change for fish populations and meet the legal requirement to provide fish passage for the Environment Agency's assets.

Hunsingore gauging weir is one of the weirs on the River Nidd which is a barrier to fish passage.

The Weir

Hunsingore gauging weir is located on the River Nidd, at National Grid reference, SE4279353042. The weir is a crump and it spans the River Nidd with a length of 29.65m. The weir is a block stone construction with concrete facing and is generally in ok condition. The head difference is around 2.1m.

The weir is a barrier to fish passage and prevents migration of migratory species as well as upstream/downstream movement of non-migratory fish species.

This project aims to address the issue of the weir acting as a barrier to fish passage through the construction of a fish pass. A fish pass is defined in the Fish Pass Manual as:

“Any form of conduit, channel, lift, other device or structure which facilitates the free passage of migrating fish over, through or around any dam or other obstruction, whether natural or man-made, in either an upstream or a downstream direction”.

The weir is third party owned. The Environment Agency holds a 99-year lease for gauging operations only on the weir.

WI 103 Purpose of the Works

Key outputs from this ESE commission should cover:

- Attendance at a site visit to identify access requirements, physical constraints, easement requirements, required working areas, compound areas, etc .
- Review of outline design options / drawings that are to form part of the tender information – is sufficient information available for the Lot 2 supplier to price the schemes. Identification and advice provided on buildability, construction methods, SHE compliance, access requirements etc.
- Review of high-level programme and input into activities, durations and sequence – can we plan around seasons (e.g. earthworks in the summer months), identification of long lead items (and therefore when does the contract need to be let), ecological constraints, third party constraints, consents, robust delivery durations considering risk. Early identification of programme constraints that could prevent a scheme from starting or completing as planned.
- Review of draft ECC Scope - is sufficient information available for the Lot 2 supplier to price the scheme.
- Review of draft Site Information - is sufficient information available for the Lot 2 supplier to price the schemes. If gaps are identified, assessment made as to whether there is value in closing the gaps.
- Review of draft temporary works schedule. Identification of any significant temporary works designs that need to be considered from a CDM perspective in advance of the works tender, to ensure sufficiency of resources and time.
- Provide required Information for the carbon tool.
- Input into a project level risk register with particular reference to construction risks that can be communicated to Lot 2 suppliers at time of works offer and updated regularly throughout the life of the project.
- Project Manager to keep a queries log established for response by both the Lot 1 and the ESE supplier to record how issues identified have been incorporated into the project going forward.
- Ensure works project scope and importantly either business case or works information has no gaps and can be fully communicated including risk.
- End user engagement to set the scene for future delivery in terms of solution expectation, ongoing management of assets or asset performance and present a way of delivery that can be delivered.
- Sharing lessons learned from the Contractor's wider organisation
- Providing advice on available materials and products including information on carbon and sustainability implications using amongst other tools the Carbon Planning Tool
- Engaging with utility companies to discuss service diversion requirements and proposed plant activities in immediate vicinity of services
- Costing of specialist or bespoke operations to inform or augment PCT costing
- Providing advice on specialist operations and viability of those operations

- Selection and advanced procurement and storage of materials including when instructed to do so by the Project Manager where this delivers efficiencies in cost and time to the project/package.
- Input into optioneering and selection of best procurement methods for the project/package.
- Contribution to specialist areas of the high level cost estimate against a defined scope as requested by the project team. Suitable risk pot established considering stage of project.
- Enabling or advance works, where this will allow the project to proceed at the required programme

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

WI 201 General constraints

Below are the assumed constraints. Once any CEs are implemented for site works – constraints will be clarified.

- Access to the site is possible via public roads and public footpaths.
- On road parking is available within Hunsingore. Site compounds may need to be located at a distance from the works
- River levels and flows in the River Nidd may create risks during site works.
- The site is situated within an agricultural setting and is bound by the River Nidd to the north, and agricultural land to the east, south and west.
- The weir is third party owned. The Environment Agency holds a 99-year lease for gauging operations only on the weir. Land ownership and access will be defined within a Ground Condition CE if required.
- Agency gauging infrastructure or operation at the weir must not be impacted or interfered with without prior consultation and authorisation by the Client.
- Operational access for EA teams to service and maintain the gauging equipment must not be obstructed.
- The Contractor shall not undertake surveys or visit the site without prior acceptance by the Client. The Client requires 10 days prior notice to arrange access.
- The Contractor shall not actively engage with others (such as members of the public or community groups) without prior acceptance by the Client. The Client requires 10 days prior notice. If approached on site any queries should be directed to the Client.

WI 202 Confidentiality

The *Contractor* does not disclose information in connection with the *works* except when necessary to carry out their duties under the contract or their obligations under the contract

The *Contractor* may publicise the services only with the *Client's* written permission.

WI 203 Security and protection on the site

None. To be defined within a Ground Investigation CE(s) if required.

WI 204 Security and identification of people

None. To be defined within a Ground Investigation CE(s) if required.

WI 205 Protection of existing structures and services

None. To be defined within a Ground Investigation CE(s) if required.

WI 206 Protection of the *works*

None. To be defined within a Ground Investigation CE(s) if required.

3. *Contractor's* design

None included in this scope.

4. Completion

WI 401 Completion definition

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

- 2 relevant documentation to this commission
- Population of the *Client's* latest version of the Project Cost Tool, or its successor
- Transfer to the *Client* databases of BIM data

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

WI 402 Correcting Defects

None. To be defined within a Ground Investigation CE(s) if required.

WI 403 Pre-Completion arrangements

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

WI 404 Take over

None. To be defined within a Ground Investigation CE(s) if required.

5. Programme

WI 501 Programme requirements

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

WI 502 Programme arrangement

To work with the Lot 1 consultant to form a programme of works to OBC.

WI 503 Methodology statement

To be incorporated within the Ground Investigation CE(s) if required.

WI 504 Work of the *Client* and Others

The order and timing of the work of the *Client* and Others to be included in the programme and information to be provided. Refer as necessary to sections WI 901 and WI 902.

WI 505 Information required

None.

WI 506 Revised programme

None.

6. Quality management

WI 601 Samples

None.

WI 602 Quality Statement

Inform the lot 1 supplier of buildability of options to ensure quality.

WI 603 Quality management system

None.

WI 604 BIM requirements

The BIM Information Manager is the *Client* Project Manager

7. Tests and inspections

8. Management of the *works*

WI 801 Project team – Others

Client PM – Timothy Pickersgill
Client PE – Lee Riley-Thompson
Arup PM – TBC
PD – TBC

WI 802 Communications

Contractor is expected to input as required into progress meetings and regular communication.

9. Working with the *Client* and Others

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

None. To be defined within a Ground Investigation CE(s) if required.

WI 902 Co-operation

Co-operation with the Lot 1 supplier to inform the Ground Investigation scope(s) and buildability of options.

WI 903 Co-ordination

The *Contractor* to liaise with the *Client* and *Consultant* in weekly progress meetings.

WI 904 Authorities and utilities providers

None. To be defined within a Ground Investigation CE(s) if required.

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

None. To be defined within a Ground Investigation CE(s) if required.

10. Services and other things to be provided

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*

11. Health and safety

12. Subcontracting

13. Title

14. Accounts and records (Options C and E)

WI 1501 Additional Records

Clause 52.2. 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*.

Client's work specifications and drawings

WI 1701 *Client's* work specification

To be defined throughout the appraisal.

WI 1702 Drawings

None. To be defined within a Ground Investigation CE(s) if required.

WI 1703 Standards the *Contractor* will comply with

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

Ref	Report Name	Where used
	[REDACTED]	[REDACTED]
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	

Reference should be included to the Carbon Planning Tool.

Appendix 1 BIM Protocol – Information Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan remains within the *Site Information* unless it is referenced elsewhere within the *Works Information*

www.Pow.bim4.info

You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by suppliers.