This document is executed as a deed and is delivered and takes effect at the date written at the beginning of it

Framework:	**Collaborative Delivery Framework**
Supplier:	**BAM Nuttall Ltd**
Company Number:	**00305189**
Geographical Area:	**North East**
Contract Name:	**Yorkshire Trash Screen Repalcement Programme**
Project Number:	[redacted]
Contract Type:	**Engineering Construction Contract**
Option:	**Option E**
Contract Number:	**C23291**
Stage:	**Other**

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Yorkshire Trash Screen Repalcement Programme

Project Number [redacted]

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 and Framework Agreement Extension dated and signed 1st April 2023 between the *Client* and the *Contractor* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference

- Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.

- The following documents are incorporated into this contract by reference
  ECC Scope Yorkshire Trash Screen Replacement Programme

Part One - Data provided by the *Client*

Statements given in all Contracts

1 General

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

Main Option	Option E	Option for resolving and avoiding disputes	W2

Secondary Options

X2: Changes in the law

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

The Scope of this Contract is to support and assist the Design Consultant, by providing them with ESE advice and support as required and instructed by the Client.
This support will assist the Design Consultant in carrying out the Outline and, if required, the subsequent Detailed Design of the debris screens.

The *Client* is

Address for communications

[redacted]

[redacted]

Address for electronic communications

The *Project Manager* is

Address for communications

Address for electronic communications

The *Supervisor* is

Address for communications

Address for electronic communications

The Scope is in
ECC Scope Yorkshire Trash Screen Replacement Programme v1.0

The Site Information is in

The *boundaries of the site* are

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	*key date*
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than 4 weeks

3 Time

The *starting date* is 04 March 2024

The *access dates* are

part of the Site	date
aSite	04 March 2024
FastDraft	04 March 2024
CDC	04 March 2024
Project Team SharePoint	04 March 2024

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

The *Completion Date* for the whole of the *works* is 01 March 2025

The *Client* is 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 24 Hours
- 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 *£1.00*

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

6 Compensation events

The place where weather is to be recorded is The nearest calibrated Met Office Weather Station to the site

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 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
and which are available from

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

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

These are additional compensation events

1. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1 'not used'

2 'not used'

[redacted]

Resolving and avoiding disputes

[redacted]

Z Clauses

Z3 Prevention: No change to prices

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

Z 4 The Schedule of Cost Components

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

Z 6 Payment for Work

Delete existing clause 11.2 (31) and replace with:
"11.2 (31) The Price for Work Done to Date is the total Defined Cost which the *Project Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee. In all instances and circumstances the Price for Work Done to Date shall not exceed the forecast for the same as provided under clause 20.4."

Z10 Payments to subcontractors, sub consultants and

Subcontractors
The *Contractor* will use the NEC4 contract on all subcontracts for works unless another alternative and appropriate form is proposed and agreed in accordance with clause 26.3.
Payment to subcontractors will be 28 days from the assessment date.
If the *Contractor* does not achieve payments within these timescales then the Client reserves the right to delay payments to the Contractor in respect of subcontracted work, services or goods.
Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

Z19 Linked contracts

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

Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:
The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Project Manager's* certificate.
Delete existing clause 51.2:
51.2 Each certified payment is made by the later of
• one week after the paying Party receives an invoice from the other Party and
• three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.
If a certified payment is late, or if a payment is late because the *Project Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following
Insurance certificates are to be submitted to the Client on an annual basis.

Z30 Material Price Volatility

The *Client* recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the *Client* will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.

Z30.1 Defined terms

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

Z30.2 Price Volatility Provision

Through a Compensation Event the *Client* shall pay the PVP. PVP is calculated as:
Assessment x MF x L = PVP

If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the *Client*. The PVP calculated at the last assessment before 30 June 2023 is used for calculating the price increase after that date.

Z30.3 Price Increase

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

Z30.4 Compensation Events

The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31 July 2021	In period costs only	No
31 August 2021	In period costs only	No
30 September 2021	In period costs only	No
31 October 2021	In period costs only	No
30 November 2021	In period costs only	No
31 December 2021	In period costs only	No
31 January 2022	In period costs only	No
28 February 2022	In period costs only	No
31 March 2022	In period costs only	No
30 April 2022	In period costs only	No
31 May 2022	In period costs only	No
30 June 2022	In period costs only	No
31 July 2022	In period costs only	No
31 August 2022	In period costs only	No
30 September 2022	In period costs only	No
31 October 2022	In period costs only	No
30 November 2022	In period costs only	No
31 December 2022	In period costs only	No
31 January 2023	In period costs only	No
28 February 2023	In period costs only	No
31 March 2023	In period costs only	No
30 April 2023	In period costs only	No
31 May 2023	In period costs only	No
30 June 2023	In period costs only	Forecasted costs for remainder of contract

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

Z31 ECC – Price Adjustment for Inflation

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

Z31.1 Defined terms:

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

Z31.2 Application rules.

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

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

Z31.3 Price Adjustment Factor.

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

Z31.4 Price adjustment Options A and B.
NOT USED

Z31.5 Price adjustment Options C and D.

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

Z31.6 Compensation events.
NOT USED

Z111 ECC - Fee adjustment for non compliance with Scope

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

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

Z120 ECC – Carbon reduction

Ref. (Clause No.)	Clause words
11.2 Definitions	Add as Clause 11.2(36) (36) The Performance Table states the targets the *Contractor* is to achieve in Providing the Works and sets out the adjustment to payment if a measured performance is higher, the same or lower than its target. The Performance Table is the *performance table* unless later changed in accordance with the contract.
15.1 Early Warnings	In Clause 15.1 add as a new bullet between the second and third bullet: "• result in a target in the Performance Table not being met,"
Performance Measurements	
57	Add as Clause 57:
57.1	'From the *starting date* until the Completion Date, the *Contractor* reports to the *Project Manager* its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the *Contractor's* performance against a target in the Performance Table is not achieving or is forecast not to achieve the performance target stated, it submits to the *Project Manager* for acceptance its proposals for improving performance. A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target in the Performance Table.
57.3	At the dates stated in the Performance Table, • if the relevant performance does not meet the target stated in the Performance Table, the *Contractor* pays the amount stated in the Performance Table, • if the relevant performance exceeds or meets the target stated in the Performance Table, the *Contractor* is paid the amount stated in the Performance Table.
57.4	Information in the Performance Table is not Scope.
X18	X18.5 add as a new bullet after the fourth bullet: • low performance damages if the Performance Table applies

The *performance table* is	ECC-carbon-performance-table.xlsx
the Performance Table for this contract type [form, Partner, Stage] as set out in the Carbon Methodology dated 08 June 2023	

Secondary Options

OPTION X2: Changes in the law

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

OPTION X10: Information modelling

[redacted]

OPTION X15: The *Contractor's* design

[redacted]

OPTION X18: Limitation of liability

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

[redacted]

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

[redacted] to [redacted]

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

[redacted]

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

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

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

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

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

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

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

term	*beneficiary*
	not used

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

Address for communications

Address for electronic communications

The *fee percentage* is

The *working areas* are

The Site, the Contractors premises, the Consultatnt premises, the Subcontractors premises, the Clients premises and / or the residence of any of the Contractors, Consultants or Subcontractors staff either temporarily or permanently used in connection with this Contract.

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (2)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (3)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (4)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

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

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

[redacted]

X10: Information Modelling

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

Contract Execution

Client **execution**

Signed as a Deed by [**PRINT NAME**] Andrew Pheasant for and on behalf of the Environment Agency

[redacted]

Contractor **execution**

Signed as a Deed by [**PRINT NAME**] for and on behalf of BAM Nuttall Ltd

[redacted]

• Environment Agency

NEC4 ECC engineering and construction contract

• SCOPE

Template Change Log

Revision date	Summary of changes	Version number
14 March 2023	Changes made during CDF extension	7
Oct 23	• Style change to align with ECC Main scope template & NEC 4 • template change log added • S207 new • S803,4,5 & 6 new or amended re carbon terminology reporting for ESE changes since carbon methodology V3.1 and ACCD Pilot • S 1002 removed re carbon terminology and ESE changes in CMV3.1	8
9 Nov 23	• BIM references on table updated	8.1

Project / contract information

Project name	Yorkshire Low Risk Trash Screen Programme
Project SOP reference	[redacted]
Contract reference	TBC
Date	12/02/2024
Version number	V1.1
Author	[redacted]

Revision history

Revision date	Summary of changes	Version number
01/12/23	First Draft	0.1

08/12/23	First internal Comment Round	0.2
12/01/24	Amendments	0.3
19/01/24	First issue for comments	1
12/02/2024	Comments returned – No changes. Removed template guidance for final issue.	1.1

Documents included in Scope by reference.

This Scope should be read in conjunction with the documents detailed in the table below current at the Contract Date.

In the event of conflict, this Scope shall prevail.

The service is to be compliant with the following: DOCUMENT	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements – Standard	V 12	December 2021
LIT 65150	Minimum Technical Requirements – Environment and Sustainability	V2	March 2023
LIT 17641	Exchange Information Requirements	V3	January 2023
LIT 16559	SHEW CoP	V 6	09/2023
LIT 12507	(SHE) handbook for managing capital projects	V2	23/03/2023
	Project Information Delivery Plan	Appendix 1	This document
LIT 14284	Carbon Operating Instruction	V6	August 2023

Navigating the Scope

On the Word ribbon, Select the 'View' tab then find the Show group. Select the check box against 'Navigation Pane'. A panel will open in the left-hand side that allows you to go direct to Scope Headings and Scope Sub Headings. You can also search the document in the navigation Pane.

Alternatively utilise content table hyperlinks on the Section numbers. Control and Select (Ctrl + Click) Scope numbers will take you to Scope Headings in this document.

Contents

S 100 Description of the *works*

S 101 General Description of the *works*

Following an asset failure, the Environment Agency recognised the need to review its national stock of debris and security screens for compliance with the design guidance that was current at the time of their construction.

a) This National Review collected data for 2,549 screens and found that:
   - Around 40% were designed in line with guidance
   - Around 30% are non-compliant with guidance
   - For around 30% compliance or non-compliance is unclear

b) Focussing on groups 2 and 3, around 90 screens were categorised as higher risk screens (with greater than 50 properties at risk of flooding in the event of a blockage) and around 1,150 screens were categorised as lower risk screens (typically, though not exclusively with less than 50 properties at risk).

c) In the Yorkshire Area, the Environment Agency has identified 48 lower risk debris and security screens. An 'Initial Needs Assessment' has been completed for each of these screens which determined the requirement for further design input for a number of screens. The *Service* to be provided by this contract is to provide 'Early Supplier Engagement' support to the outline and detailed design of the screens requiring removal, replacement or modification.

d) Assessments and any improvements are to be made using the CIRIA - Culvert, screen and outfall manual, C786F, 2019.

The overall objective is to make the necessary improvements to the Environment Agency's debris and security screens such that they are:

a) Legally compliant in respect of flood risk and public safety
b) Safe and efficient to operate and maintain and compliant with CIRIA Culvert, Screen and Outfall Manual, C786F, 2019
c) Low in whole-life financial and carbon cost

S 102 Purpose of the works / Outcome required

The Scope of this Contract is to support and assist the *Design Consultant*, by providing them with ESE advice and support **as required and instructed by the *Client***.

This support will assist the *Design Consultant* in carrying out the Outline and, if required, the subsequent Detailed Design of the debris screens.

The *Contractor* undertaking the *service* shall collaborate, when instructed, with the *Design Consultant* as they develop their designs, to provide them with guidance on the buildability and methodology required to remove or modify the existing screen installations, or to build and install new screen installations at the named sites.

The *Contractor* will also undertake, when instructed, the required GI works which the *Design Consultant* has scoped, to enable the *design consultant* to produce outline and subsequent detailed designs.

This sharing of experience and knowledge should inform the design process, enabling the efficient removal, modification, manufacture, and installation of new screens as appropriate for each location.

The main objective of the project is to ensure the lower risk debris screens are compliant with the latest debris screen Construction Industry Research and Information Association (CIRIA) guidance document, Culvert, Screen and Outfall Manual (CSOM) - C786, thereby removing potential legal liability.

Furthermore, the screen designs shall take into account the *Client's* operational needs as identified to improve operational health and safety issues, status monitoring and ease of maintenance.

This scope covers the low-risk package of screens but may also involve works relating to the high-risk package. These high-risk elements will be instructed as a separate clearly defined compensation event if required.

The purpose of this contract is to provide *Contractor* 'Early Supplier Engagement' (ESE) support to the design consultant. The contract will be managed though direct instructions for each individual element of *Contractor* input with clearly defined deliverables and outcomes to be undertaken as and when requested by the *Client/Service Manager*.

For purpose of pricing and agreeing this scope of works the Contractor can initially price to be present in all future monthly meetings between delivery partners and the project team to provide advice and guidance on buildability and future programming during these meetings for the ESE element of the programme.

The outcomes required from this contract will typically include, but not limited to:

- Buildability support
- Ground investigation
- Site Visits
- Regular project team meetings
- Optioneering input
- Carbon and Costing support
- Specialist design elements
- Risk register
- Efficiency opportunities
- Programme development/forecasting

The above list is not exhaustive, and each element will be instructed with clearly defined instructions and expected outcomes from the *Contractor.*

The *Contractor* is also required to help develop and input into the *Client* gaining a verified ECC carbon target. As well as helping to minimise and identify where carbon output can be reduced or eliminated.

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

S 201 General Constraints

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

- Where reference is made in this Scope to 'screen' it is strictly each culvert, flood storage area or pumping station which has been assessed at Initial Needs Assessment stage. There may be a requirement for more than one screen to be installed at each location.

- The *Contractor* shall not seek to gain access to any of the sites without confirmation from the *Client*, or their representative, that all necessary notice has been served to the appropriate landowners and or tenants. The *Client's* Estates team will identify landowners and carry out landowner negotiations.

- If additional works on site are included as a Compensation Event, the *Contractor* shall not commence any work on the sites until the *Client*, or their representative, has accepted the method statements and risk assessments related to the task being undertaken.

- The *Contractor* is to plan their work in collaboration with the Design Consultant to ensure that all tasks be delivered in line with the Design Consultant's programme requirements.

- The *Contractor* shall prioritise and plan their work to be in accordance with the ecological survey calendar and in full consideration of any sensitivities thereby identified.

- The *Contractor* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. Relevant *Client* data is available on the Client Common Data Environment (Asite) and access will be provided on contract signing. In addition, any other existing sources known to the *Design Consultant and Contractor* should be utilised.

- The Contractor is permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday).

- The Contractor does not complete the works on any weekend days without the prior written consent of the Client.

S 202 Confidentiality

.1 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.

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

S 203 Security and protection on the site

Whilst on site or a sub-contractor of the *Contractor* is on site, the *Contractor* must:

- Secure the Site. The Contractor shall make sure the works do not affect the security of others.

- Provides suitable site security measures so that no unauthorised persons can gain access to the Site or site compound area.

- Safeguard the Site, the works, products, materials, and any existing structures affected by the works from damage and theft. The Contractor is required to reinstate any damage to existing structures incurred as a result of contractor negligence.

S 204 Security and identification of people

.1 The *Contractor* shall ensure only their own staff and *Subcontractors* are allowed on site as well as any agent or employee of the *Client* or any person(s) that have been provided with the agreement of the project manager. This shall be enforced through use of attendance logs and security as required.

S 205 Protection of existing structures and services

When site works are required and instructed the *Contractor* and their *Subcontractors* are responsible for:

.1 All consultation and liaison with statutory undertakers are the responsibility of the *Contractor* when site works are undertaken.

.2 Undertake the necessary investigations and protection of the surrounding buildings, services, structures and highways during site-based works.

.3 Shall be responsible for maintaining the existing services within the Site. All existing services, including water, electricity, telephone, drains and other services are to be maintained without interruption during the works. The services shall not be interfered with in any way except insofar as may be specified in the contract or otherwise be agreed with the *Project Manager* as the works progress.

.4 Shall comply fully with the requirements of the relevant statutory authority when working in the vicinity of their apparatus, both for the permanent and temporary works. In addition, the HSE Guidance Notes HSG47 “Avoiding danger from underground services” shall be fully complied with when working in the vicinity of their apparatus.

.5 Shall locate and identify the exact location of existing services. Should any damage occur, the *Contractor* shall immediately inform the *Project Manager* and the Statutory Undertaker or owner concerned, as appropriate. The Contractor shall repair or replace the affected apparatus in accordance with the relevant Undertaker, Authority or owners requirements.

.6 Shall hand dig in the vicinity of any services to confirm their exact location and must avoid damaging them; In addition, the HSE Guidance Notes HSG47 “Avoiding danger from underground services” shall be fully complied with when working in the vicinity of their apparatus.

.7 Shall reinstate Working Areas and the land to their pre-works conditions.

S 206 Protection of the *works*

When site works are instructed the *Contractor* and their *Subcontractors* are responsible for:

1. Protecting the *works*, Material, Plant and Equipment liable to damage either by the weather or by any method used for carrying out the *works* or by vandalism.
2. All Equipment shall be kept in secure compounds when not being used and at the end of every shift. The *Contractor* shall refer to Minimum Technical Requirement section 1.29.
3. Shall protect the works from up to a 1 in 10-year weather event.

S 207 Carbon

S 207 (1) Carbon terminology

For clarity the below terms are defined and should be used in communications about carbon.

Carbon Terminology. For clarity the below terms are definitions for required deliverables and related data and should be used in communications about carbon.

Carbon Assessment

Carbon assessments are a deliverable of the service and defined in LIT14284 and comprise:

a) Carbon calculations set out in either a ERIC Carbon Modelling Tool (CMT) or Carbon Calculator (CC) file versions. ERIC CMT/CC versions for business case project stages result in overall emission figures for the project including a whole-life carbon forecast, a capital carbon forecast and a capital carbon budget. ERIC CC versions for construction result in overall figures for the project including capital carbon actuals (for construction outturn or to date) for comparison with the forecast and budget figures of earlier versions.

b) Carbon calculations set out in a Carbon Impact Tool (defined in the FCRM Appraisal Guidance) for the appraisal of business case options. The Carbon Impact Tool will provide carbon benefit figures in tCO2e and monetised Net Present Value that are required in the Business Case carbon tables and in the Partnership Funding Calculator (Economic Summary OM1a)

c) Carbon Appendix that captures the results of calculations from ERIC and the Carbon Impact Tool and provides a summary of progress made in maximising carbon reduction opportunities on the project to date as well as confidence levels for further reductions by project completion.

d) A verification process of the carbon assessment carried out by an EA appointed Carbon Specialist and requiring updates to the carbon calculations and Carbon Appendix as required. Verified versions of carbon assessment deliverables and their results are required to support carbon tables in the business case.

Terminology for carbon assessments:

ERIC	is a PAS 2080 Compliant assessment tool that the Client requires Contractors to use
Carbon Calculator	part of ERIC application seen abbreviated to CC
Carbon Modelling tool	part of ERIC application seen abbreviated to CMT
EA carbon specialist	the specialist employed by EA to verify carbon assessments

1. Verified An output of the verification process of a carbon assessment supporting either a business case or construction completion that has been conducted by an EA carbon specialist.
2. Business Case Carbon Appendix Spreadsheet to capture information required by EA for carbon assessments. This document should be updated and verified to support business cases. It should be updated and verified at the end of construction and for agreed changes during construction.

Whole-life Carbon	GHG (greenhouse gas) emissions and removals calculated for a carbon assessment associated with the creation and end-of-life treatment of an asset, network or system, and including with its maintenance and refurbishment
Capital Carbon	GHG (greenhouse gas) emissions calculated for a carbon assessment associated with the construction or refurbishment of an asset, network or system.
Capital Carbon Actuals	capital carbon emitted during construction activities - for a defined period of time eg) capital carbon actuals to date eg) capital carbon actuals at contact completion eg) capital carbon actuals at project completion or eg) capital carbon actuals April 2022 to March 2023 At construction completion, an 'as built' version of ERIC calculations will capture outturn actuals against an asset breakdown and provide a total to compare with previous ERIC version 'forecasts'.
Capital Carbon Budget	a decarbonisation benchmark of capital carbon emissions for a project based on the current project scope and based on expected levels of decarbonisation of the asset types set out in a carbon assessment. It is calculated in every version of an ERIC (CC and CMT) calculation and is based on generic asset types and associated rates of decarbonisation over future years.
Capital Carbon Forecast	an estimate of capital carbon emissions from a project based on the current project scope calculated using a PAS 2080 compliant carbon assessment tool. It is calculated in every version of an ERIC (CC and CMT) calculation and used to optimise for lowest carbon through the use of emission rates provided by the EA or provided by manufacturers of products (e.g. low carbon) that are outside of the EA rates (manufacturer rates will be verified by the EA).

Carbon Reporting

a) Reporting on capital carbon forecasts and budgets via FastDraft is a monthly requirement of a service for business case project stages. The reported data will be project carbon figures from the latest ERIC calculations that consultants maintain as 'work in progress' versions to support their appraisal and design deliverables.

b) Reporting on capital carbon actuals to date and a latest capital carbon forecast for construction completion via FastDraft is a monthly requirement of a service for construction stage. The reported data will be based on evidence of embodied carbon in products supplied and construction services carried out up to the reported date and aligned to reported expenditure at the same time. See ref S216

Additional terminology for carbon reporting:

Consultant Carbon Forecast Form	Carbon forecast form in FastDraft to be completed monthly as per contract Scope requirement - reporting is for Project (not contract).
FastDraft Carbon Forecast	menu option in FastDraft can't be changed but add FastDraft to name in communications to distinguish from capital carbon forecast
Draft	Denotes any FastDraft reported data from carbon assessments that are 'work in progress' versions maintained by the contractor and will not therefore be required to be verified by the EA.
Back Up Sheet	This is the colloquial name given to a "worksheet of actual carbon and cost data" as more detailed evidence of emissions and expenditure in a reporting period. Use LIT 61271 (Lot 1 PSC) or worksheet name in Scope and Communications

Carbon Performance Measure for contracts

The capital carbon performance measure for contracts is based on the verified results of a carbon assessment related to either business case submissions for PSC contracts or completion of construction for ECC contracts. The measure sets a performance target and bands above/below this target for rates of pay out or pay back in relation to the capital carbon forecast and budget for PSC contracts and for the capital carbon actuals and capital carbon forecast for ECC contracts.

Additional terminology for carbon performance measure:

Carbon Performance	is measured at completion of the contract from the results of the carbon assessment that has been produced as a deliverable of the contracted service and been verified and approved by the EA
Carbon Performance Tables	where carbon performance is related to the incentivisation payout / payback bands and contract type. Applied at the time the contract signed.
ECC Carbon Target	is set at a fixed % above the Capital Carbon Forecast (tCO2e) that has been verified either at GW3, or subsequently through an approved change control. It is a fixed number not a range.
Project Carbon Payback Threshold	This is the threshold at which payback to Client is paid as stated in the contract Carbon Performance tables.

1. The *Contractor* must aim as a strategic objective to minimise carbon.
2. The Client carbon assessment tools for calculating Capital Carbon Forecasts is ERIC Carbon Modelling Tool (CMT) or ERIC Carbon Calculator (CC).
3. The *Client* carbon assessment tool for calculating Capital Carbon Budget is ERIC CBUD sheet.
4. Set out opportunities for further reductions in carbon before the Project completion.
5. The Verified Capital Carbon Budget and Capital Carbon will be required in the gateway (SOC/OBC/FBC) Business Case Carbon Appendix and are

required for the Carbon Performance Table and measures set out in this contract.

S 207 (2) Carbon responsibilities of all Parties

1. Aim to minimise carbon emissions by:

   (1) State minimised carbon as one of the strategic objectives of the contract under S 101

   (2) Looking at how to reduce Capital Carbon Actuals (compared to the Capital Carbon Forecast) and how to reduce Whole Life Carbon of the asset

   (3) Work collaboratively, including with sub-contractors, on lower carbon products and services that meet the project scope and deliverables

   (4) Exploit opportunities for further reductions Carbon during construction.

   (5) The ECC Carbon Target, the metric against which decarbonisation is measured and assessed against Playout / Payback bands set out in the ECC Carbon Performance Table, must be Verified before any progression from ESE into Construction occurs.

S 207 (3) Carbon Responsibilities of the *Client*

1. Will Establish the ECC Carbon Target with the [**select *Contractor* and or Lot 1 delivery partner**] as an outcome of this ESE contract before construction begins.
2. It is at the *Client'* discretion to decide if Scope change is significant and merits a re-assessment of the ECC Carbon Target.
3. Change in this Scope from ESE to Construction work as part of a planned procurement strategy is considered by the *Client* to be significant change which would merit re-assessment of the ECC carbon target.

S 207 (4) Carbon responsibilities of the ECC PM / Contract manager

1. Will add carbon requirements set out in LIT 13260 to this Scope if any change to Scope occurs which changes the nature of work under this Contract from ESE to Construction as planned in procurement strategy.
2. will work with EA Carbon Specialist to ensure Business Case Carbon Appendix Verification occurs at the appropriate times.

S 207 (5) Carbon responsibilities of the *Contractor*

1. the *Contractor* should ensure they are aware of current Capital Carbon Forecast made by the Lot 1 *Consultants*
2. Cooperate in updating the Business Case Carbon Appendix and capital Carbon Forecast when requested to by the *Client* or ECC PM for

(1) calculation of ECC Carbon Target

(2) if additional information is needed during the Verification process

(3) at project Gateways

(4) and Contract Completion.

3. Save Business Case Carbon Appendix and Capital Carbon Forecasts in ASite

5. Submit monthly the FastDraft Carbon Forecast (*Contractor* Carbon Forecast Form). Reporting

(1) ~~ECC Carbon Target~~ (not known at this stage)

(2) Capital Carbon Forecast (should be reported)

(3) Capital Carbon Actuals to date (anticipated to be close to zero as no main construction at this stage)

S 300 *Contractor's* design

- As and when instructed by the *Client*, the *Contractor* shall undertake or procure any design elements that require specialist input to enable the *Design Consultant* to progress (screen design, railings, stairs etc) their outline designs and further into detailed design if required.

- The *Contractor* will ensure that all designs comply to CSOM and be approved by the *Client's Design Consultant* as well as, if necessary, gain approval from the EA design authority before accepting the designs.

- The *Contractor* will undertake any design or design input required to progress the programme, including but not limited to temporary works, enabling works, screen design, support structures and fencing.

- The *Project Manager* and Senior User reserve the right to review all outputs from the *Contractor.* The *Design Consultant* will also be required to review and sign off any designs prior to acceptance. The Senior User may review any outputs, making suggestions or recommendations prior to the Design Authority giving final approval.

S 400 Completion

S 401 Completion definition

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

[add Relevant documentation for this commission the below are examples]

(1)	All data	Two copies, one hard copy and one electronic version uploaded to Clients E-CDE. All information is to be provided to the Principal Designer for compilation of the Health and Safety File
(2)	Verification of	the Capital Carbon Forecast supported by the *Client*'s ERIC tool and saved in ASite
(3)	Updated Carbon Appendix	Delivery of the Final Carbon Appendix, this is to be saved into ASite.
(4)	BIM Data	Transferred to the *Client* databases of BIM data

Completion of the contract shall be when the *Contractor* has provided all elements requested by the *Client* to allow the *Design Consultant* to deliver outline design, and if required the detailed design, for each of the debris screens listed, or when the *Client* deems no further ESE support is necessary.

S 402 Correcting Defects

1. The *Contractor* is responsible for any defects to be corrected when notified or discovered in line with Clause 11.2 (2)

2. Access for the correction of any Defects is to be arranged by liaison with the *Project Manager* and the *Client*. The *Client's* operations team may require two weeks' notice to approve access to a site post Sectional Completion or Take over. This time allowance is for the approval of H&S documentation and the arrangements for an operational notice/site handover document.

S 403 Pre-Completion arrangements

.1 Prior to any works being offered for takeover or Completion the *Contractor* shall arrange a joint inspection with the *Supervisor, Project Manager, Client* (scheme Project Manager) and Senior User. This is to ensure the site has been returned to the same condition as it was before the site works commenced.

S 404 Take Over

No Identified Requirements.

S 500 Programme

S 501 Programme requirements

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

.2 The programme must be submitted in Microsoft Project 2016 Professional format and a copy in PDF format.

S 502 Programme arrangement

.1 The programme must, at a minimum, show critical path and start and finish dates.

S 503 Methodology statement

.1 A methodology statement will be required for any intrusive surveys.

S 504 Work of the *Client* and Others

.1 The *Contractor* must build their programme based on the *Design Consultant's* and work with them to produce a programme that suits the completion dates of the *Client*.

S 505 Information required

.1 No Additional Requirements

S 506 Revised programme

.1 The programme must be submitted a minimum of monthly in line with NEC4 and revised programmes must be submitted when any changes are made for assessment by the *Project Manager.*

S 600 Quality assurance

S 601 Samples

.1 The *Contractor* is to provide samples of finished works or components of finished works, where possible, to ensure quality expectations are managed. This could include a review of works previously undertaken by the *Contractor*.

S 602 Quality statement

The *Contractor* shall provide the *Client* with a Quality Statement which sets out the management and execution of the following:

- Management and resourcing the works to ensure compliance with the Scope.
- Samples of Plant and Materials and workmanship.
- Compliance with recognised good practice and industry standard regulations.
- Compliance with manufacturers recommendations.
- Ordering and supply of Plant and Materials.
- Handling, storing and fixing of materials.
- Storage of Plant and Materials.
- Instrumentation and tools.
- Method statements required by this contract.
- Tests and inspections
- Defect Elimination Strategy
- Competence of site staff
- Innovation

S 603 Quality management system

.1 The *Contractor* is to use a Quality Management System that is compliant with the requirements of the Collaborative Delivery Framework.

S 604 BIM requirements

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

.1 The Client's Information Requirements (EIR) are identified in the Pre-Contract BIM Execution Plan (BEP). The Contractor is to review the Pre-Contract and produce a Post-Contract BEP. Contractor's BIM manager to comply with its requirements.

S 700 Test and inspections

.1 Tests and inspections shall comply with the relevant requirements in the Technical Specifications, Standards, Codes and the Environment Agency's 'Minimum technical requirements.

.2 The *Contractor* shall give the *Project Manager* and *Supervisor* a minimum of 2 weeks' notice in writing of his intention to carry out any testing. The *Contractor* shall carry out any testing in accordance with relevant British Standards, Eurocodes and project specification. The *Contractor* shall satisfy the *Project Manager* and *Supervisor* of the accuracy of all instruments used for testing and if required shall produce recent calibration test certificates.

.3 Within two weeks of completion of any tests the *Contractor* shall submit test certificates and all associated supporting documents to the *Project Manager and Supervisor.*

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

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

The duties and functions of the *Project Manager* or contract administrator in the standard specification will be undertaken by the *Project Manager* on this contract.

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

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

S 802 Communications

1. The contract is administered using the standard NEC4 forms and schedules.

2. The primary method for the sharing of information relating to the project will be email and ASITE, contractual communications will be managed through Fastdraft.

3. Monthly progress meetings are to be held on the Site or Teams and chaired by the *Project Manager* who provides an agenda and minutes the meeting. Meetings shall be attended by the *Contractor*'s project manager as a minimum. Other members of the *Contractor*'s team shall attend the meeting if requested by the *Project Manager*.

4. Communications to and from the *Contractor* shall be administered through the Fastdraft contract management system. Storage of project files and day documents shall be via the *Clients* collaborative workspace (E-CDE) on Asite.

5. All contract communications shall contain a unique reference number and shall be appropriately titled. Numbering logic and sequencing to be agreed with the *Project Manager*.

6. The *Contractor* shall provide a summary two week look ahead programme which shall be updated and issued on a weekly basis to the *Project Manager* and *Supervisor*.

S 803 Monthly Reporting

1. For the duration of the contract progress is to be reported monthly via

(1) LIT 13283 - Monthly work progress summary - construction stage.docx

(2) LIT 12295 – Monthly highlight report

2. Contribute monthly updates to the project risk register.

3. Provide input to project efficiency CERT Form.

4. Attend project board meetings as required.

5. Ensure quarterly input into framework performance assessment / environmental Performance Measures.

6. Maintain and show how accurate and up to date information on the whole-life cost and carbon of options is driving optimum solutions at all stages of design development.

7. Capture lessons learnt relevant to scheme delivery for the *Client*.

S 804 Monthly Forecast Reporting

1. For the duration of the contract FastDraft Carbon Forecast (*Contractor* Carbon Forecast Form) is to be submitted monthly. Reporting is at a Contract level on

~~**(1)** ECC Carbon Target (not known at ESE stage)~~

~~**(2)**~~ Capital Carbon Forecast

~~**(3)**~~ Capital Carbon Actuals to date

The *Contractor* is required to provide FastDraft Carbon Forecast for both carbon and cost on the 10th day of each month (or other date agreed at the project start up meeting) in accordance with FHU

Framework Heads Up 244 Commercial Clarification 54

Framework Heads Up 256 Commercial Clarification 57

S 805 Application for Payment / Invoice

.1 The *Contractor* is required to provide evidence of costs in the following format: LIT 61272 Worksheet Actual Carbon and Cost data CDF Lot 2

.2 Submission of an application for payment without an appropriately completed LIT 61272 not be recognised or treated as a compliant submission.

S 806 Aligned Cost and Carbon Data Pilot Reporting

1. Where the Contract is:
    a. included in the Pilot the *Contractor* needs to complete the required sheets of the version being used at that time up to April 2024.
    b. ALL contracts the *Contractor* needs to complete the required sheets of the version being used at that time from April 2024.

S 900 Working with the *Client* and Others

S 901 Sharing the working areas with the *Client* and Others

.1 No known works are being undertaken by Others or the *Client* during this commission but due to the nature of the work area the *Client's* field teams may be present to do general maintenance and clearance work in the debris screen area.

.2 If others require access and to work on site during the *Contractor's* presence the *Contractor* will make all available allowances to facilitate the *Client's* operatives to ensure safe entry and works during this time.

S 902 Co-Operation

.1 The *Contractor's* general responsibilities shall include, but not be limited to the following, and reference shall be made to the relevant drawings along with other documents provided:

(1) The review, assessment and verification of information provided by the *Project Manager*.

(2) Assisting the *Client* in consulting with others in respect of any adjoining construction projects (i.e. highway schemes in close proximity to the works) to establish any impact on the works.

S 903 Co-Ordination

.1 The *Contractor* shall not enter any part of the Site until the access date of that part of the Site shown on the Accepted Programme. The *Contractor* may enter any part of the Site earlier than the access date if given authority to do so by the *Project Manager*, provided that a formal Notice of Entry has been served.

.2 The *Contractor* shall liaise with the *Project Manager* to gain required keys and access routes to each site as required.

.3 The *Contractor* will coordinate all activities with the *Client* and *Design Consultant.*

.4 The *Contractor* shall keep records of the dates of his first entry onto and departure from all property and lands of each owner and occupier (including public highways, footpaths and thoroughfares).

.5 For any enquiries which the *Contractor* is not in a position to respond, the *Contractor* shall refer these to the *Project Manager* within 48 hours of the enquiry or complaint being raised.

.6 The *Contractor* shall ensure that a nominated individual on site shall be responsible for engagement with stakeholders and members of the public, should any concerns or queries arise during the works. The appropriate individual shall maintain good public relations and notify the *Project Manager* of any challenging situations.

S 904 Authorities and utility providers

When required to undertake site works during this ESE commission the *Contractor* must:

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

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

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

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

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

.6 Before mechanically excavating close to services, the *Contractor* undertakes full preliminary investigations by means of electromagnetic and other locating devices and hand-dug trial holes to locate the existing services. The

Contractor notifies the *Project Manager* of the results of these investigations without delay.

.7 The *Contractor* is to ensure a watching brief for unexploded ordinance is undertaken during excavation if a UXO survey has raised any concerns or issues.

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

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

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

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

1. The *Contractor* shall engage with Others to create a diverse and inclusive environment throughout the duration of the *works*.
2. The *Contractor* shall inform the *Client* of any opportunities to support diverse workforces and engagement throughout the duration of the *works*.

S 1000 Services and other things to be provided

S 1001 Ground Investigation

When Ground investigation is instructed the *Contractor* must:

.1 The *Contractor* is required to review findings from previous studies and appraisal to identify any gaps in existing data.

.2 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.

.3 The *Contractor* is required to communicate with the *Design Consultant* and undertake further ground investigations as specified by the *Design Consultant* to allow proper progression of appraisal and design.

.4 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).

.5 The *Contractor* is required to clearly communicate the relevant results of ground investigations back to the *Design Consultant*

S 1002 Carbon minimisation

The Contractor will aim the minimise carbon emissions at all times through the ESE works and highlight any instances where they can identify elements of saving that can be made during the whole life cycle of the project.

S 1100 Health and safety

.1 The *Principal Designer* is provided by the *Client*.

.2 The *Client* will provide a *Supervisor* who will review all Activity Plans and Method Statements to ensure the *Contractor* is upholding the high standards of health and safety expected by the *Client*.

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

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

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

S 1200 Subcontracting

S 1201 Procurement of subcontractors

.1 *Subcontractors* need to be selected using best value processes.

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

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

S 1300 Title

.1 No identified requirements relating to Title within this scope due to the nature of the works under this ESE commission.

S 1400 Accounts and records (Options C and E)

S 1401 Additional Records

.1 Records are to be kept in line with Clause 52.2.

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

.3 Timesheets and site allocation sheets, which should be submitted with monthly applications.

.4 The Project Cost Tool (PCT) will be applicable on this project.

.5 Equipment records.

.6 Forecasts of the total Defined Cost.

.7 Agreement Schedules. Specific procurement and cost reports.

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

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

.10 Monthly Progress Reports - The *Contractor* submits monthly progress reports to the Project Manager, on a regular date to be stated by the Project Manager.

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

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

S 2000 *Client's* work specifications and drawings

S 2001 *Client's* work specification

.1 All works are to be in accordance with the *Client's* MTRs and delivered in line with the *Client's* EIR.

.2 Any designs completed by the *Contractor* must comply with:

- Civil Engineering Specification for the Water Industry, 7th Edition", published by the Water Services Association in March 2011 (CESWI 7) along with the Environment Agency's 'Minimum Technical Requirements', which are client-specific amendments and addenda to CESWI 7.
- The Culvert, Screen and Outfall Manual C786 (CSOM), published by the Construction Industry Research & Information Association (CIRIA) in 2019 should be adhered to at all times.

Where there is a need to depart from the guidance contained within the CIRIA C786 or other standards, the *Contractor* agrees this with the Client's Design Authority and records this, with the reasoning, in a written record of 'Agreed Departure' from guidance.

3. The *Contractor* provides the *works* in accordance with environmental best practice.

4.. The *Contractor*'s attention is drawn to the following documents of best practise:

- Environment Agency, 155_04_SD347, Safety is Paramount – Constructing a better environment;
- Environment Agency LIT 16559, SHEW CoP V6.0 September 2023 – Constructing a Better Environment;
- BRE – Green Guide to Specification;
- BRE - Materials Information Exchange;
- CIRIA, SP122 – Waste Minimisation and Recycling in Construction (practical guidance);
- CIRIA, C513 – The Reclaimed and Recycled construction materials Handbook;
- CIRIA, C533 – Environmental Management in Construction;
- Considerate Constructor Scheme;
- BS 5837: 2005 Trees in relation to construction - Recommendations;
- Construction Code of Practice for the Sustainable Use of Soil on Construction Sites – September 2009, DEFRA.

Drawings

.1 All drawings and information for the works is held on the clients E-CDE on Asite and access will be granted upon entering into contract.