

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: | Brighthouse FAS |
| Project Number: | ■ |
| Contract Type: | Engineering Construction Contract |
| Option: | Option C |
| Contract Number: | ■ |
| Stage: | Construction |

| Revision | Status | Originator | Reviewer | Date |
|----------------|--------|------------|----------|------------|
| 1 Draft | | ■ | | 17/05/2023 |
| 2 Draft | | | | 13/06/2023 |
| 3 Draft | | | | 09/08/2023 |
| 4 Draft | | | | 19/10/2023 |
| 5 For Approval | | | CP | 06/12/2023 |
| 6 For Approval | | | CP | 18/12/2023 |

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name
Brighthouse FAS

Project Number
04 April 2024

This contract is made on 04/04/2024
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
Brighthouse NEC4 Contract Scope v1.20.0_12.02.2024

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
- X5: Sectional Completion
- 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)1: Project Bank Account
- 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 works includes maintenance on existing walls, buildings and embankments, re-building of third-party assets and the construction of flood storage interventions, landscaping, river enhancements and wider bio-diversity measures

The Client is
Environment Agency

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

Address for electronic communications
[Redacted]

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
Brighouse NEC4 Contract Scope v1.20.0_12.02.2024

The Site Information is in
The Site Information is listed in document reference 'Brighouse FAS SI Documents' that is located here:

The *boundaries of the site* are
ENV0000988C-ARU-00-00-DR-C-B1300_207 Amended Scheme Red Line Boundary_CB 16012024

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
The Client is to obtain approval for works from third party landowners

Construction of the drainage network at River Street is dependent upon the final design and location of the pumping station

Obtaining planning approval

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The Contractor's main responsibilities

| | |
|--|-----------------|
| The <i>key dates</i> and <i>conditions</i> to be met are | |
| <i>condition</i> to be met | <i>key date</i> |
| 'none set' | 'none set' |
| 'none set' | 'none set' |
| 'none set' | 'none set' |
| The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>works</i> at intervals no longer than | 4 weeks |

3 Time

| | |
|--|--------------------------|
| The <i>starting date</i> is | Monday 22nd January 2024 |
| The <i>access dates</i> are part of the Site | date |
| River Street Drainage Networks | Monday 1st July 2024 |
| The remainder of the works | Monday 22nd January 2024 |

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

The *Completion Date* for the whole of the *works* is Friday 31st October 2025

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 or safety issues for the publi is 24 Hours
- The *defect correction period* for For MEICA related issues is 7 Days

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is £9,941,708.50

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

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

6 Compensation events

The place where weather is to be recorded is Bradford Met Office

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. the cumulative rainfall (mm)
2. the number of days with rainfall more than
3. the number of days with a minimum air ter
4. the number of days with snow lying at 09:0
- 5.

The *weather measurements* are supplied by Met Office paid for by the Contractor

The *weather data* are the records of past weather measurement for each calendar month which were recorded at Bradford 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. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
2. For work downstream of Mill Lane Culvert, the Working Areas are I

- 3. For all other locations, the Working Areas are flooded and the site
- 4. Where more than 25% of excavated materials do not meet the spe
- 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]

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

[REDACTED]

Address for communications

Environment Agency
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

Name

[REDACTED]

Address for communications

Environment Agency
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

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

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* 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."

Z7 Contractor's share

After c154.2 and before c154.3, insert the following additional clause:

54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Contractor.

Z10 Payments to subcontractors, sub consultants and

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for works 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.

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

Z11.1 The *Contractor* warrants all design complies with the contract whether undertaken by the *Contractor* or by sub-contractors.

Z11.2 All contracts for design employed by the *Contractor* must include:

- Y(UK)3 The Contracts Rights of Third Parties) Act 1999
- A requirement for the *Contractor's* sub-contractor to hold Professional indemnity insurance to the same level as the cover specified for the *Contractor* in this Call-off contract
- A clause to give the *Client* (the Environment Agency) the right to enforce the provisions of the Contracts (Right of Third Parties) Act 1999,
- A clause to ensure that neither the *Contractor* nor their sub-contractor can alter the provisions of their sub-contract without the consent of the *Client*
- A clause to ensure that the *Client's* rights against the sub-contractor under this agreement shall be subject to the same conditions, limitations and exclusions as apply to the *Contractor's* rights against the design consultant under this agreement
- A clause to state that except as provided in clause Z11.1, the 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 the clause does not affect any right or remedy of any 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.

Z20 Defect Dates for Sections

Where a section of the *works* is defined and is located in a separate area of the Site, the time to the *defects date* for that section is the defined period after the Completion of that *section*, and is defined in the Contract Data.

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

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 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 $1 + \text{PVP}$ 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:

- The index is Office for National Statistics (ONS) CPI (UK, 2015=100).
- The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date.
- The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due.
- 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:

- The Price for Work Done to Date is less than or equal to the total of the Prices and
- 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 $(\text{PAF}/(1+\text{PAF}))$.

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 <i>Contractor</i> 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 <i>performance table</i> 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: <ul style="list-style-type: none"> • result in a target in the Performance Table not being met,” |
| Performance Measurements | |
| 57 | Add as Clause 57: |
| 57.1 | From the <i>starting date</i> until the Completion Date, the <i>Contractor</i> reports to the <i>Project Manager</i> its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table. |
| 57.2 | If the <i>Contractor's</i> 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 <i>Project Manager</i> 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, <ul style="list-style-type: none"> • if the relevant performance does not meet the target stated in the Performance Table, the <i>Contractor</i> pays the amount stated in the Performance Table, • if the relevant performance exceeds or meets the target stated in the Performance Table, the <i>Contractor</i> 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: <ul style="list-style-type: none"> • low performance damages if the Performance Table applies |

The *performance table* is [FCC-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 X5: Sectional Completion

| The <i>completion date</i> for each <i>section</i> of the <i>works</i> is | <i>completion date</i> | | | | |
|---|-----------------------------|--------------------|---|-----------------------------|-----------------|
| <table><tr><th><i>section</i></th><th><i>description</i></th></tr><tr><td>1</td><td>River Street Drainage Works</td></tr></table> | <i>section</i> | <i>description</i> | 1 | River Street Drainage Works | 27th March 2025 |
| <i>section</i> | <i>description</i> | | | | |
| 1 | River Street Drainage Works | | | | |

X7 plus X5

| Delay damages for each <i>section</i> of the <i>works</i> are | <i>amount per day</i> | | | | |
|---|-----------------------------|--------------------|---|-----------------------------|--|
| <table><tr><th><i>section</i></th><th><i>description</i></th></tr><tr><td>1</td><td>River Street Drainage Works</td></tr></table> | <i>section</i> | <i>description</i> | 1 | River Street Drainage Works | |
| <i>section</i> | <i>description</i> | | | | |
| 1 | River Street Drainage Works | | | | |

The delay damages for the remainder of the *works* are £1,308.00

OPTION X10: Information modelling

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is 2 weeks

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

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

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

OPTION X18: Limitation of liability

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

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

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

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

The *end of liability date* is 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(UK)1:Project Bank Account

The Contractor is to pay any bank charges made and to be paid any interest paid by the *project bank*

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 |
| Any | None |
| Any | None |
| Any | None |
| term | <i>beneficiary</i> |
| The provisions of Y(UK)1 | |

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

Address for electronic communications

The fee percentage is

Option C

The working areas are

the Site and BAM Nuttall Offices and workers home address

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

- 35% of the swale bed in Whinney Hill Park is to be pebbles

- 50% of dry stone walling will be site won

- No further testing required provided stone is site-won

- Flap Valve RC1 on drawing 102 not in our scope of works

- Beach areas are not included in our scope of works

- Boulders in Whinney Hill Park not included in scope

2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in

N/A client design

3 Time

The programme identified in the Contract Data is

N/A

5 Payment

The activity schedule is
Client set price

Resolving and avoiding disputes

The Senior Representatives of the Contractor are

Name (1) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

Address for electronic communications
[redacted]

X10: Information Modelling

The information execution plan identified in the
Contract Data is
TBC

Y(UK)1: Project Bank Account

The project bank is
TBC

named suppliers are
TBC

Contract Execution

Client execution

Signed as a Deed by [PRINT NAME]

[Redacted Signature]

Signature

04/04/2024

Date

for and on behalf of the Environment Agency

[Redacted Role]

Role

In the presence of:

[Redacted Signature]

Signature

04/04/2024

Date

[Redacted Role]

Role

[Redacted Name]

Name [Print]

Address

[Redacted Address]

[Redacted Address]

Contractor execution

Signed as a Deed by [PRINT NAME]

[Redacted Signature]

Signature

19/2/2024

Date

for and on behalf of

BAM Nuttall Ltd

[Redacted Role]

Role

In the presence of:

[Redacted Signature]

Signature

22/2/2024

Date

[Redacted Role]

Role

[Redacted Name]

Name [Print]

Address

[Redacted Address]

Environment Agency

NEC4 engineering and construction contract (ECC)

Scope

Project / contract information

| | |
|-----------------------|--------------------------------|
| Project name | Brighthouse FAS |
| Project SOP reference | |
| Contract reference | C22166 |
| Date | 12 th February 2024 |
| Version number | 1.20 |
| Author | |

Revision history

| Revision date | Summary of changes | Version number |
|---------------|--|----------------|
| 27/01/2023 | Draft to project team | 1.0 |
| 06/02/2023 | Design document references updated | 1.1 |
| 14/03/2023 | S103 updated for Contractor comments | 1.2 |
| 23/05/2023 | Revised template for CSF extension, various updates for revised scope of works | 1.3 |
| 01/06/2023 | Updated following Contractor review meeting | 1.4 |
| 10/06/2023 | Updated for Contractor comments, description of the works, S1700 documents | 1.5 |
| 21/09/2023 | Mill Lane Culvert (WarmCo) removed from the Scope / update for Contractor comments received 20/09/23 | 1.6 |
| 18/10/2023 | Updated for Contractor comments | 1.7 |
| 15/11/2023 | Updated for Contractor comments | 1.8 |
| 28/11/2023 | Updated for Contractor comments | 1.9 |
| 17/01/2024 | Updated for Commercial Services Manager comments and updated Environmental Action Plan | 1.10 |
| 12/02/2024 | Updated for drawing / document references | 1.20 |

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

| Document | Document Title | Version No | Issue date |
|-----------|-----------------------------------|------------|------------------------------|
| LIT 13258 | Minimum Technical Requirements | V12 | December 2021 |
| LIT 17641 | Exchange Information Requirements | V3.0 | 5 th January 2023 |

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Appendix 1 BIM Protocol – Information Delivery Plan

Appendix 2 BIM Protocol – Employers Information requirements

Appendix 3 Environmental Action Plan

Appendix 4 Drawings

Appendix 5 Equality & Diversity Requirements

S 100 Description of the *works*

S 101 Description of the *works*

The drawings describing the *works* are included in Appendix 4

The Brighouse Flood Alleviation Scheme [FAS] is spread over several areas in the centre of Brighouse along Clifton Beck. The *works* includes maintenance on existing walls, buildings and embankments, re-building of third-party assets and the construction of flood storage interventions, landscaping, river enhancements and wider bio-diversity measures including the provision of a fish easement at the weir in Wellholme Park. In addition, surface water flooding will be reduced by the installation of new drainage network at River Street. It is the *Client's* intention to instruct at a later date, a surface water pumping station.

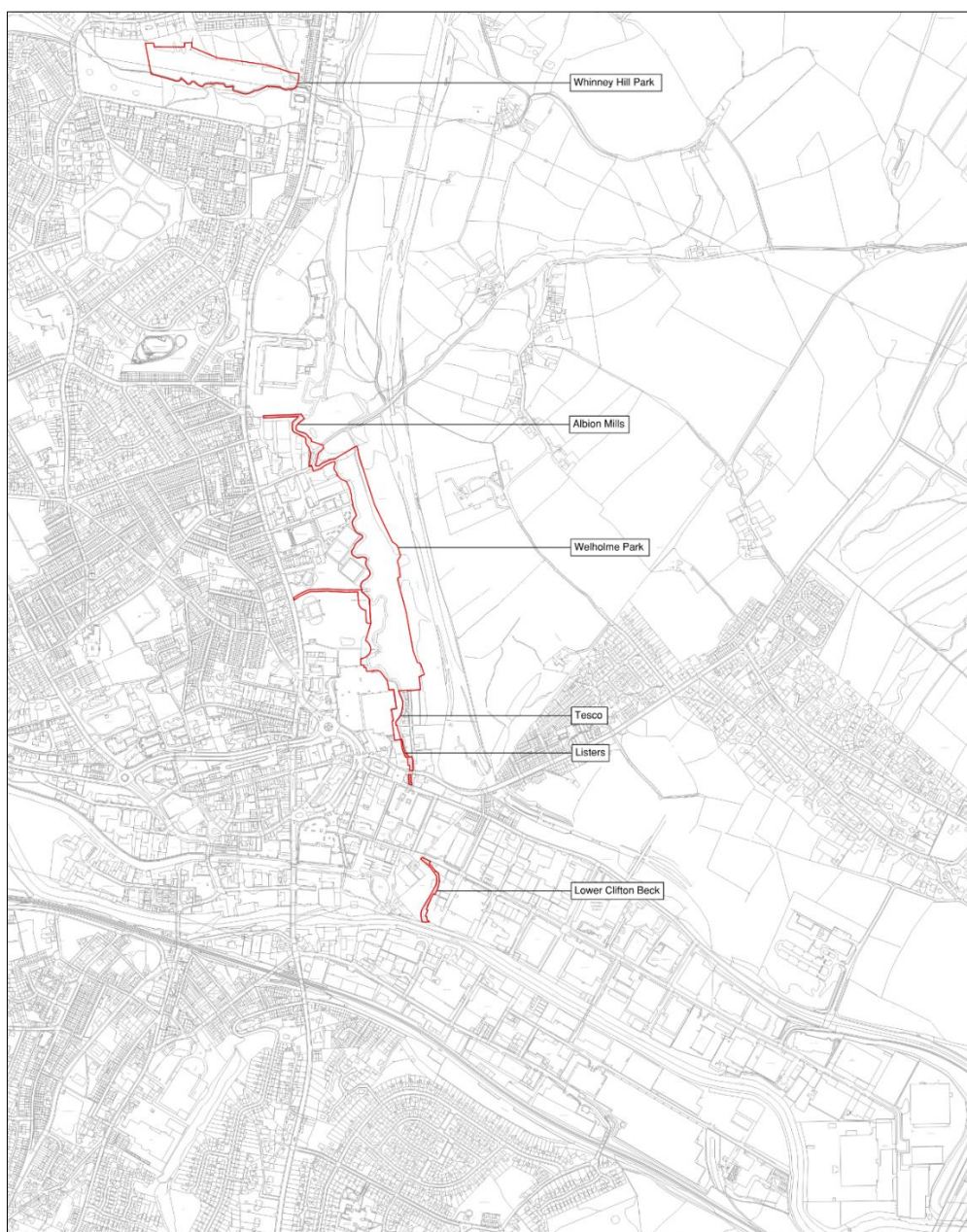


Figure 1 FAS Extent of Project

Some of the maintenance to existing assets is confined to the existing flood defences along Clifton Beck.

A summary of the works involved in the FAS is:

1. Whinney Hill Park
 - Provision of flood storage areas with associated fixed flow controls
 - Soft and hard landscaping
 - Tree removal
 - Ecological & Bio-diversity enhancements
2. Albion Mills
 - Extension of flood defence wall
 - Repair of existing flood defence wall
 - Install flap valves
3. Welholme Park
 - Provision of flood storage areas with associated fixed flow controls
 - River re-alignment
 - Minor Alterations to the sewer network
 - Soft and hard landscaping
 - Construction of new hard surfaced cycleway and footpath
 - Tree removal
 - Ecological & Bio-diversity enhancements
4. Tesco
 - Reprofiling ground
5. Listers
 - Repair and enhance building wall to defence level
 - Repair and replace external wall to defence level
 - Partially infill Windows to defence level
6. Oakhill Road
 - Re-point wall
 - Install flap valves
7. Downstream reach of Clifton Beck
 - Refurbish existing walls
 - Slope stabilisation (Rock Rolls)
 - Install flap valves
8. River Street
 - Provision of highway gullies and separate surface water drainage system

The baseline setting out information is shown on the drawings. The *Contractor* will establish these lines on site and confirm the position with the *Supervisor* before commencement of any construction works. The *Contractor* shall check the provision of any level reference points shown on the drawings and confirm the position and level of all points to be used with the *Supervisor* prior to being used for setting out the *works*. The *Contractor* shall inform the *Project Manager* when all setting out reference points have been agreed, checked and confirmed.

The *Contractor* shall assist the *Client* in seeking all necessary permissions and approvals prior to starting the *works*. Environmental consents are listed in Appendix D of the Environmental Action Plan (EAP). Planning permission has been applied for by the *Client* in advance of the *works* commencing.

Consents obtained by the *Client*

- The *Client* shall advertise those parts of the *works* which are not subject to planning consent under the Town and Country Planning Act, and are being carried out under Part 13 Class D of the Town and Country Planning (General Permitted Development) (England) Order 2015, for a period of 30 days under the Land Drainage Improvement (Environmental Impact Assessment) Regulations;
- The *Client* confirms the *works* are exempt from requiring a marine licence;
- The *Client* shall liaise with landowners ahead of the *works* and will obtain agreement for the main compound location (including storage and welfare), noting the extent of the red line planning application boundary;

The *Client* shall arrange for the following:

- Notice of Entry;
- Planning consent for works at the following locations:
 - Wellholme Park (Granted)
 - Whinney Hill Park (Granted)
 - New Drainage network at River Street (To be applied for by *Client*)

S 102 Purpose of the Works / Outcome required

The objective of the *works* is to significantly increase the capacity of the Brighouse community to cope with major floods. This will be achieved by reducing the risk of flooding to property and infrastructure as far as is practicable and affordable, whilst avoiding increases in flood risk elsewhere.

The project comprises of;

- Replacing operational life expired assets along Clifton Beck
- Replacing temporary assets installed following December 2015 and February 2020 flood events
- Installation of flood attenuation features in Wellholme Park and Whinney Hill Park

In meeting this objective, the project should also:

- Maintain existing features of heritage, and nature conservation value.

- Minimise the disruption to the residents and neighbouring occupiers and members of the public, both pedestrians and vehicular traffic.
- Protect the landscape character and recreation opportunities within the area.
- Comply with Brighthouse FAS bio-diversity net gain (BNG) targets.
- Promote sustainable use of resources.
- Comply with all environmental legislation and with the actions in the Environmental Action Plan.

1.1 General Responsibilities

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. The *Contractor's* general responsibilities shall include the following and the requirements of the Collaborative Delivery Framework, as renewed 1st April 2023. Reference shall also be made to the relevant drawings along with other documents provided:

- General project management including attending monthly progress meetings, producing minutes and monthly reporting including detailed monthly financial forecasting;
- Contribute to the ongoing maintenance of the *Client* managed Project Risk Register monthly or more often as the *works* require;
- Providing technical support to the *Client* and *Project Manager*;
- Producing and implementing a Site Waste Management Plan;
- Producing and implementing a Construction Environmental Management Plan (CEMP);
- Update the Carbon Calculator and Site Waste Management Plan. The Carbon Calculator and Environmental KPIs are to be returned on a quarterly basis;
- Attendance at weekly issues log telecons/meetings;
- Implement actions required by the Environmental Action Plan, maintain record of progress and further actions and sign off when actions completed;
- Complete Environmental Audits in accordance with the Environmental Action Plan;
- Contributing to a project Lessons Learned Log;
- Contributing to a quarterly Project Efficiency Register;
- Producing and implementing a Traffic Management Plan;
- Assisting the *Client* with the development and issue of Notices of Entry for gaining access onto any private land;
- The review, assessment and verification of information provided by the *Project Manager*;
- Carrying out and completion of all specified testing;
- The appointed *Contractor* consults the Local Authority/Highway Authority for any particular traffic management measures that might be required, and to duly allow for such provision as is required;
- The *Contractor* consults with utility providers to confirm measures required to ensure safe construction of the *works*, and to duly allow for such provision as is required;
- The *Contractor* shall appoint an appropriately qualified Archaeological consultant to undertake watching briefs as required.
- The *Contractor* shall adhere to the requirements of the Environmental Action Plan (refer to Appendix 3 of this Scope document), including but not limited to Environmental Auditing and Environmental Incident Reporting procedures.

- Applying for all necessary consents and permits, as well as adhering to the conditions stipulated in approvals provided by others;
- Construct the *works* in accordance with the drawings as detailed in section S1700;
- The *Contractor* shall use the Whole Life (Construction) Carbon Planning Tool (Document Reference LIT 14284 or future revisions to this). This includes all carbon tools and associated carbon reports during the contract lifecycle;
- Obtaining any topographic and ground investigation survey necessary to provide the *works*;
- Provision of a project bank account for the duration of the *works*.

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

S 201 General constraints

Site Boundaries

The *Contractor* shall establish the site boundaries on site and confirm the position with the *Supervisor* before commencement of any *works*.

The site boundary is indicated on the drawings contained in Appendix 4 (Supplied by the *Contractor*). Landowners are aware of the *works* and the *Contractor* shall undertake discussions with them to confirm access arrangements. Any areas not within the site boundary into which the *Contractor* considers access is required in order to undertake the *works* shall be arranged by the *Contractor* and may only be used with written approval of the *Project Manager*.

The *Contractor* shall consult with the Local Authority/Highway Authority for any particular traffic management measures that may be required including residential parking bay suspensions.

Use of the Site

There are nearby residential and commercial properties, structures, public open spaces and a number of underground utilities. The *Contractor* shall take careful note of these issues and undertake operations in a safe manner. The *Contractor* shall liaise with utility providers prior to commencing any works on site to confirm any restrictions that they might have and advise the *Client* of any issues.

Where paths are to be closed on a temporary basis and the public diverted, the *Contractor* shall apply for consents. The *Contractor* shall ensure that diversions are signed and safely implemented.

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

People do not remain on the Site overnight without the written agreement of the *Project Manager*. The *Contractor* is permitted to have security personnel on site overnight if required in order to comply with the Scope requirements for security.

The *Contractor* shall refer to the relevant CESWI 7 Clauses and the MTR. Section 1.39 for additional clauses on Restriction of Use of Site.

Access to the Site

Access to the Working Areas will be arranged by the *Client*.

The *Contractor* shall arrange all relevant access and use of land required to carry out the *works* from the Highways and Local Authority. These shall be confirmed by the *Contractor* and designated in the Construction Phase Plan. Access/egress routes will be identified on the plan in addition to compound and storage areas, height restrictions, turning circles and load restrictions. Commencement of the *works* within the areas which require planning permission cannot start until planning consent is obtained.

The *Contractor* shall notify the *Project Manager* three weeks in advance of their intention to first enter or occupy each area of the Site. 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, as per each served notice of entry. The *Client* in turn will alert each occupier of the *Contractor's* impending first entry or possession of their land by serving Notice of Entry.

The *Contractor* shall provide the following information to the *Project Manager* no less than two weeks prior to intended first entry to each area of ownership or occupation with the Working Areas:

- Marked up plan of the Working Area required to support notices of entry, for each affected owner and occupier, identifying the Working Area required, access routes, and the property boundary;
- Duration of the *works* and entry requirements;
- Details of the *works* to be undertaken;
- Access arrangements;
- Pedestrian and vehicle diversion arrangements;
- Site safety requirements per Notification of Entry.

The *Contractor* shall provide appropriate measures (including fencing) to prevent public access to the Site and Working Area.

The *Contractor* shall maintain safe and secure access and egress routes for statutory undertakers, emergency services and CMBC Parks Department staff and vehicles where existing routes are affected by the *works*. The safe access and egress route shall be agreed with the *Project Manager* at least two weeks before the *works* in the relevant part of the Site commence.

Services

- All consultation and liaison with Statutory Undertakers are the responsibility of the *Contractor*, noting the specific reference in section S102 (1.1) above.
- The *Contractor* shall verify that the services shown on the drawings are complete and correct;
- The *Contractor* shall undertake detailed in situ service investigations to confirm the locations of the statutory authority services identified in the Site Information, identify any other services that have not been identified by the statutory authorities, and identify any privately owned services within the Working Areas, including accesses, prior to commencing the *works*;

- Any services found by the *Contractor* shall be identified and recorded in the Health and Safety File;
- The *Contractor* shall hand dig in the vicinity of any services to confirm their exact location and must avoid damaging them;
- The *Contractor* shall be responsible for maintaining the existing services within the Site and shall provide access to / for others, for the relocation of any services to allow satisfactory completion of the *works*. 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;
- It is understood that none of the utility service providers plan to undertake their own construction work in close proximity to the Site. Should this change, this construction work will not be under the control of the *Client* or the *Contractor*. The *Contractor* shall liaise with appropriate utility provider to ensure safe co-ordination of the *works*;
- The *Contractor* 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;

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 to the approval of the *Project Manager*.

Programming Constraints

The *Contractor* shall submit a programme containing all deliverables to the *Project Manager* for acceptance. The *Contractor* shall allow a minimum of two weeks for review of all draft or final deliverables by the *Project Manager*, and ensure sufficient time is included to address any matters arising.

All construction methods shall adhere to any conditions imposed by any licenses granted. Construction activities shall adhere to method statements and timings as submitted and accepted by the *Project Manager* in the Construction Phase Plan.

In line with the Collaborative Delivery Framework conditions Schedule 9, Part A (Methodology and Information for the Schedule of Cost Components for People), Clause 6, approval is required for hours worked by People (Labour) (Schedule 9 Part B (Rules applicable to Engineering & Construction Contracts) 1b clause 11, in excess of the stated maximum hours per day.

Drawings, Calculations and Method Statements detailing the *Contractor's* proposed temporary works design and methods of working shall be made available to the *Project Manager* on request.

Working and Storage Areas

If the *Contractor* plans to use additional land outside the agreed designated Working Areas, acceptance shall be gained from the *Project Manager*. If the *Contractor* plans to use additional land outside the Site, as well as approval of the landowner / occupier and relevant authorities they shall get acceptance from the *Project Manager* and pay all associated fees.

Working Hours

Normal working hours shall be defined as:

Monday to Friday between 0730 and 1800

Saturday between 0800 and 1300

No work shall be executed outside of these times or on Public Holidays without the prior written acceptance of the *Project Manager* and a minimum notice period of one week is required. Should the *Contractor* require to work outside of these hours at short notice or to correct an urgent issue, then the *Contractor* shall notify the *Project Manager* at the earliest opportunity to gain acceptance. Such acceptance will be influenced by the time of sunset, anticipated noise, odour and artificial light emissions from the *works*, proximity to property, use of public roads and any other considerations that could cause disturbance to members of the public.

The *Contractor* shall consult with the Local/Highways Authorities regarding any working time restrictions to minimise disruption including, but not limited to, events, and road closures.

Deliveries

Prior to commencing construction, a Traffic Management Plan shall be produced by the *Contractor* and referenced within the Construction Management Plan and accepted by the *Project Manager*. The accepted Traffic Management Plan shall be adhered to throughout the construction period.

Access to the works from Oakhill Road is restricted to light construction and light delivery vehicles only. This applies to the section of Oakhill Road, north of No 2 which is a private road.

No other specific restrictions on deliveries have been put in place however the *Contractor* shall consider delivery times that will cause the least amount of disruption to traffic, the public and surrounding properties and businesses.

Deliveries and general traffic movements need to be co-ordinated accordingly and the relevant authorities consulted.

Existing Assets with potentially hazardous materials

Due precaution should be exercised when working next to the Yorkshire Water sewer assets. The *Contractor* shall make investigations as appropriate for the activity being undertaken.

The *Contractor* shall make investigations as appropriate for the activity being undertaken and update their risk assessment and method statement (RAMS) as deemed appropriate.

Ecological and environmental impacts

The *Contractor* shall adhere to all planning consent conditions.

Pollution, ecological and environmental impacts shall be managed by the *Contractor* in accordance with the Minimum Technical Requirements and the Environmental Action Plan (EAP).

The *Contractor* shall adhere to actions assigned to them in the Environmental Action Plan current at the Contract Award Date. The Environmental Action Plan is to be reviewed and updated throughout the project by the *Contractor*. The *Contractor* shall inform other members of the project team whose Environmental Action Plan actions impact their *works*. If Environmental Action Plan non-compliances shall be rectified as soon as possible but at least within the timeframe set by the Environmental Clerk of Works.

The *Contractor* shall provide method statement(s) for acceptance by the *Project Manager* in advance of any tree/vegetation removal works they may propose. No trees, shrubs or hedges should be removed or pruned, other than those identified within the Tree Survey Report (Arboricultural Impact Assessment (AIA)) report, without the prior agreement of the *Client* and CMBC. Tree/vegetation removal shall be undertaken outside of nesting bird season (mid-February to September inclusive), or only following prior approval by a suitably qualified ecologist if within this period. Trees/vegetation which are to be retained shall be protected during the *works* in accordance with the AIA and plans contained therein.

The *Contractor* shall ensure that all required tree protection measures, as identified in the Tree Survey Report (Arboricultural Impact Assessment (AIA)) and associated drawings contained therein are in place prior to the start of any construction activities on Site. Where works are being undertaken within the protection zones for specific tree(s), the *Contractor* shall obtain on site agreement from the *Client's* Environmental Clerk of Works (ECW) for deviations from the AIA requirements.

If protected species are discovered at the Site during the *works* the *Supervisor* must be notified immediately and work in this area must cease until an instruction to resume has been issued by the *Project Manager*.

The *Contractor* shall provide details of any proposed soil conditioner for acceptance by the *Project Manager* prior to beginning any landscaping works.

It is important that works areas are seeded as soon as practicable. Ground preparation and seeding works should be carried out in accordance with the current version of the *Client's* Landscape Specification – the Landscape Specification for Environment Agency Landscape Works Implementation and Establishment Aftercare Works. Grass Sowing Seasons are as follows: Grass seed generally: April to June or August to October and Wildflower seed generally: March to May or August to October. Once seeded and construction works complete, a temporary fence should be installed by the *Contractor* around the embankment until the grass seed has established.

The *Contractor* shall provide environmental tool-box talks to all employees and subcontractors and will include but not be limited to:

- Sensitivities of the Site including wildlife features and designated sites;
- Pollution prevention;
- Lighting;
- Environmental awareness;

- What to do in the event of finding:
 - Bones;
 - Archaeological artefacts;
 - Protected species and what those might be.

The use of floodlighting shall be kept to a minimum but never under any circumstances, howsoever arising, compromise safe working methods and procedures, unless otherwise accepted by the *Supervisor*.

All site operations shall be managed to minimise waste of construction materials and maximise the recycling of waste, in accordance with the Site Waste Management Plan (SWMP).

The *Contractor* shall make site staff and subcontractors fully aware of any specific environmental practices relevant to the Site, including the process for reporting environmental incidents specified in the Contract.

Environmental Staff

The *Client* shall appoint a member of staff to act as Environmental Clerk of Works (ECW) to have specific responsibility for monitoring and auditing of environmental aspects on their behalf. The ECW shall audit the site no later than three days prior to any project progress meeting and no less frequently than on a monthly basis. The *Contractor* shall ensure provision is made to escort the ECW where appropriate and provide information as requested by the ECW. The ECW shall report back to the *Client* on compliance with the Environmental Action Plan (EAP).

The *Client* may appoint a member of staff to act as Landscape Clerk of Works (LCW) to have specific responsibility for monitoring the landscape implementation and maintenance works on their behalf. If appointed the LCW will inspect the site at key dates during the implementation works and at intervals during the establishment maintenance period to be agreed by the *Client*. The *Contractor* shall ensure provision is made to escort the LCW where appropriate and provide information as requested by the LCW.

The *Client* and or ECW will provide advice on the management of trees where tree protection, and/or tree works including felling are required. The *Contractor* shall ensure provision is made to escort the ECW where appropriate and provide information as requested by the ECW.

In the event that the ECW identifies that a tree cannot be saved due to unavoidable severance of structural roots, removal will only be with the approval of the *Client* in conjunction with the NEAS Landscape Architect.

Environmental Best Practice

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

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

The *Contractor* shall refer to the relevant CESWI 7 clauses, Control of Pollution Act 1974 and the MTR in association of environmental best practices, imported material, as well as 1.19 Emergency Arrangements and Section 12 for additional supplementary Clauses relating to the Environment.

The *Contractor* shall provide the *works* in accordance with environmental best practice and the following documents:

- BRE – Green Guide to Specification;
- BRE - Materials Information Exchange;
- CIRIA, SP122 – Waste Minimisation and Recycling in Construction;
- CIRIA, C513 – The Reclaimed and Recycled construction Materials Handbook;
- CIRIA, C533 – Environmental Management in Construction;
- Considerate Constructor Scheme;
- DEFRA, Construction Code of Practice for the Sustainable Use of Soils on Construction Sites.

The *Contractor* shall comply with the following Environment Agency Guidance Documents. The *Contractor* obtains the latest version of each of these documents from the *Client* prior to commencing the *works*:

- PPG1: General Guide to the Prevention of Water Pollution;
- PPG2: Above Ground Oil Storage Tanks;
- PPG5: Works in, near or liable to affect Watercourses;
- PPG6: Working at Construction and Demolition Sites;
- PPG21: Pollution Incident Response Planning;
- PPG23: Maintenance of Structures Over Water.

Pollution Prevention and Control

The *Contractor* shall comply with Defra and the Environment Agency's Pollution Prevention Guidelines (<https://www.gov.uk/guidance/pollution-prevention-for-businesses>).

The *Contractor* shall carry out the *works* in such a way as to avoid pollution incidents. However, should any occur, procedures and measures shall be implemented to contain and limit the effect as far as reasonably practicable. Such procedures and measures will cover atmospheric, aquatic or land pollution and procedures in the event of fire.

The water quality of the watercourse shall be maintained for the duration of the *works*. The *Contractor* shall implement all necessary measures to ensure that the release of material or contamination into the watercourse does not occur at any time as a result of the *works*.

The *Contractor* shall avoid concrete washout where practicable and shall comply with the Environmental Action Plan and environmental risk assessment at all times.

The *Contractor* shall prevent either uncured concrete or concrete residue from entering either still or flowing water, either directly or indirectly through runoff or surface water drainage.

Water that is used for cleaning machinery and plant shall be disposed of in accordance with waste management protocols.

The *Contractor* shall take appropriate environmental controls to ensure that dust is limited throughout the *works*.

Drip trays are to be checked daily and emptied regularly, particularly following rain.

The *Contractor* shall ensure that during working hours at least one person on the Site is trained in the use of spill kits. The *Contractor* shall take special care by the provision of suitable bunding and appropriate spill kits to contain any spillages of diesel fuel or oil stored on site.

The *Contractor* will provide spill kits for the duration of the *works*. Spill kits shall be held in the cabs of all plant/ machinery on the Site.

The *Contractor* shall carry out the *works* in such a way that emissions to air of dust and pollutants including odour are limited and that Best Practicable Means as per BS 5228 are employed to avoid the creation of a statutory nuisance.

Best Practicable Means shall be used by the *Contractor* to achieve compliance set out within the relevant legislation and standards. Measures to be considered in implementing Best Practicable Means shall be consistent with the recommendations of BS 5228 and include the following:

- Careful selection of Equipment and construction methods. Only Equipment conforming to relevant national or international standards, directives and recommendations on noise and vibration emissions shall be used.
- Design and use of site hoarding and screens, where practicable and necessary, to provide acoustic screening at the earliest opportunity. The mechanisms and procedures for opening doors/gates will minimise noise, as far as reasonably practicable.
- Choice of routes and programming for the transport of construction materials, spoil and personnel to reduce impact of traffic on local roads.
- Construction vehicle routing shall take account of the need to reduce noise and vibration.

All Equipment shall be properly maintained, provided with manufacturer silencers and operated in such a manner as to avoid causing any excessive noise or exhaust emission. The Construction Phase Plan (CPP) shall specify measurement locations and maximum permissible noise and vibration levels at each location. Noise and vibration levels shall not exceed the specified levels in the CPP unless otherwise approved in writing by the *Project Manager*.

The *Contractor* shall refer to the relevant CESWI 7 clauses and the MTR Clause 1.26 on noise control.

The *Contractor* shall take measures, to the satisfaction of the *Project Manager*, to control the generation of dust on the Site in order to avoid causing a nuisance to third parties and sensitive natural receptors.

Engines shall not be left running or revved unnecessarily. Exhausts of vehicles or Equipment used for construction shall be positioned at a height to ensure appropriate dispersal of exhaust emission. All vehicles and generators used on site shall be kept in a well-maintained condition.

The *Contractor* shall take all necessary precautions to prevent the release of petroleum fumes from site plant and stored fuel oils. Furthermore, the *Contractor* shall prevent such fumes drifting into residential areas, nearby workplaces or areas of public open space.

All site staff will be trained so that they can undertake the following actions upon discovery of a pollution incident:

- Raise the alarm and contact the appropriate site staff and authorities;
- Locate the pollution control equipment; and
- Deploy pollution control equipment in an appropriate and effective manner so as to contain and limit pollution until such a time as the appropriate authorities arrive on site.

All environmental incidents shall be reported to the *Project Manager* at the first practical opportunity. In the event of an Environmental Incident, the *Client's* Incident Reporting Procedure will be followed by the *Contractor*. An Environmental Incident shall be defined as:

- (a) Failure to meet an environmental target as defined in the Environmental Action Plan.
- (b) Occurrence of an environmental impact that was not identified in the Environmental Action Plan or Environmental Statement Report.

The *Contractor* shall undertake all corrective actions, as detailed by the *Project Manager* (based on the Environmental Clerk of Works audit), to adhere to the current version of the Environmental Action Plan (EAP) and good site practices.

Emergency Pollution Response Plan

The *Contractor* shall prepare an 'Emergency Pollution Response Plan' (EPRP). This plan will cover the procedures to be followed to limit the spread of pollution in the event of an incident. The *Contractor* shall incorporate the EPRP into the Method Statement(s).

The *Contractor* shall ensure that the EPRP complements and is consistent with other environmental management documentation and health and safety procedures.

The EPRP will contain, but not necessarily be restricted to:

- Reference to the site CoSHH file;
- A full drainage plan for the site and its compounds;
- CoSHH file/CoSHH store;
- A breakdown of staff responsibilities;
- Procedures for notifying appropriate emergency services, authorities and the *Client*. This shall be in accordance with the Environmental incident and near miss reporting procedure included in Appendix E of the EAP;
- Provision of Site access information to the emergency services; and
- Procedures for the removal of materials in the event of a flood warning.

The EPRP shall be easily accessible, and a copy kept away from the main site accommodation. A notice at the entrance to each site shall be posted, indicating the location of relevant emergency instructions. A copy of the Environmental incident and near miss reporting procedure shall also be displayed at the entrance to each site. The *Contractor* shall

obtain and store on site all the necessary equipment which may be required to alleviate a pollution spillage.

Sustainability Targets

The *Contractor* shall work towards the Environment Agency's Yorkshire and North East FCERM Sustainability Targets.

Dealing with water

All pump discharges shall be piped to a discharge point approved by the relevant Statutory Authority.

Floods

The *Contractor* shall register with the Environment Agency's Flood Warning team before commencing on the Site, and provide them telephone, email address and/ or fax numbers where Flood Warnings can be sent.

In providing the *works*, throughout the contract to the time of Completion, the *Contractor* shall maintain the existing standard of flood protection. The *Contractor's* operations shall not reduce the effectiveness of the existing flood defences.

Liaison with third parties

It is important to the *Client* that the *Contractor* establish and maintain good public relations throughout the course of the contract. The *Client* and the *Contractor* shall work in close liaison with regard to consultation and partnership working must be adopted.

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

The *Contractor* shall document all forms of communication with third parties and maintain the Stakeholder Engagement Plan.

Materials management

The *Contractor* shall ensure that a nominated individual on site has a defined responsibility for controlling and monitoring the management of materials on site, including the supervision of subcontractors in their management of materials. The name of the individual and the management structure into which they fall shall be communicated to the *Project Manager*.

Site staff shall demonstrate good practice in materials management on site.

The *Contractor* shall organise material ordering, delivery and storage in order to incorporate industry best practice, such that:

- The length of time materials are stored on site is minimised;
- Delivered quantities can be safely and appropriately stored on site;
- Appropriate preparations can be made on site to receive the goods (e.g. storage location and handling equipment may be made ready);
- All deliveries can be met by a person authorised to check the materials delivered and sign the delivery receipt;

- Deliveries to site are checked as soon as they arrive on site, before materials are unloaded if possible;
- A protocol for refusing deliveries to site is established - for example, if the materials are damaged, if the wrong material has been delivered, and if an excess quantity has been delivered.

The *Contractor* shall comply with the relevant clauses of CESWI 7 as well as the MTR and their amendments, including:

- MTR
 - Clause 1.40 - Management of Waste
 - Clause 1.41 - Disposal of Domestic Waste

S 202 Confidentiality

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

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

S 203 Security and protection on the site

The *Contractor* shall secure the Site. The *Contractor* shall make sure the *works* do not affect the security of others.

The *Contractor* provides suitable site security measures so that no unauthorised persons can gain access to the Site.

As soon as access to or use of the Site is allowed under the Contract the *Contractor* shall erect temporary fencing to secure the site in accordance with the Minimum Technical Requirements.

All site fencing and gates shall be regularly inspected and maintained, and any defects made good without delay. Access shall be provided in temporary site fencing and gates, as necessary, for the use of the occupiers and businesses of adjacent lands.

Temporary site fencing and gates shall remain in position until the *works* are complete.

S 204 Security and identification of people

To be in accordance with the Minimum Technical Requirements.

S 205 Protection of existing structures and services

Existing buildings and structures which may be affected by the *works* shall be protected by the *Contractor*. Those currently identified are:

- Northern Powergrid overhead electric service
- Yorkshire Water assets in Whinney Hill Park and Wellholme Park.
- Former JW Lister Mill building & sub-station

The *Contractor* shall undertake vibration monitoring on the statutory undertakers assets in Wellholme Park, Whinney Hill Park, and pumping station shaft locations, should the latter be

added to the Scope. Monitoring shall be undertaken prior to and during construction of the works to monitor and minimise the risk of damage to any existing buildings impacted by the *works*.

Underground and overhead services information is included in the Asite folder containing the Site Information for the following:

- Electric;
- BT;
- Water;
- Sewer;
- Gas;
- Communications;
- Yorkshire Water.

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

The *Contractor* shall undertake detailed in situ service investigations to confirm the locations of the statutory authority services identified in the Site Information, identify any other services that have not been identified by the statutory authorities, and identify any privately owned services within and adjacent to the Working Areas, including accesses. The *Contractor* must verify that the services shown on the drawings are complete and correct. Any services found by the *Contractor* shall be identified and recorded in the Health and Safety File.

The *Contractor* 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.

The *Contractor* shall locate and identify the exact location of existing services.

S 206 Protection of the works

The *works* are to be protected against damage specifically from vandalism and flooding. The *Contractor* shall refer to Minimum Technical Requirements for confirmation of requirements.

The locations where water levels are to be recorded are:

- Elland Gauge for works on the lower Clifton Beck
- Bailiff Bridge gauge for all other works

Any temporary defences erected by the *Contractor* as a result of a flood event shall be signed off by the *Client*.

S 207 Cleanliness of the roads

Throughout the project, the *Contractor* co-operates with the Highway Authority concerning the works in, or access to, the highway. The *Contractor* informs the *Project Manager* of any requirements or arrangements made with the relevant authorities. The *Contractor* shall also refer to the relevant CESWI 7 Clauses and the MTR.

Existing public highways, including footpaths, used by vehicles of the *Contractor*, subcontractors and suppliers will be kept clean and clear of all dirt, mud or other materials.

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

S 208 Traffic Management

The *Contractor* will be responsible for liaising with the Highways Authority with regards to movement of plant and material on the public highways and in the measures required for safe access and egress to and from the Site. The *Contractor* will follow the principles of CLOCS (construction, logistics and community safety).

The *Contractor* shall be responsible for any damage to existing roads, accesses, land, property or other works, caused by operations. The *Contractor* shall form, maintain and subsequently remove any materials, barriers and fencing required for the purpose of accessing the Site in a safe manner. The *Contractor* is responsible for keeping access routes safe for other users. All such features should be removed on completion of the *works* or as instructed by the *Project Manager*.

On completion of the *works*, or as otherwise instructed by the *Project Manager*, the *Contractor* shall return the Working Areas, accesses, roads and any other affected areas to a condition not inferior to that at the commencement of the Contract.

The *Contractor* shall be responsible for obtaining all temporary closures and diversions of highways affected by the *works*.

All correspondence/liaison with the Highways Authority is to be copied to the *Project Manager* prior to the *Contractor* notifying residents of the proposals prior to them being implemented.

The Traffic Management Plan (TMP) produced by the *Contractor* shall record measures agreed including access routes, special arrangements for haulage / construction traffic management and car parking as necessary.

S 209 Condition survey

Pre-Start Condition Survey

The *Contractor* shall complete a condition survey of the condition of the Site, properties and highways affected by the *works* prior to the access date. This shall include all areas within the redline boundary and any access routes leading to it. The *Client* shall undertake internal surveys of properties where required. The *Supervisor* shall attend the survey and ensure suitable photographic records are taken as part of the survey.

The *Contractor* shall assess the requirement for permanent vibration monitoring for the duration of the *works*.

Where third party properties could be affected by construction activities, the *Project Manager* will be given at least two weeks' notice of the date of the survey and the *Contractor* will notify Others (the property owners).

The survey shall record the condition of existing highways, footpaths, structures, services (including a CCTV survey of the [REDACTED] assets in Wellholme Park), gardens, gates,

fences, and trees. The *Contractor* submits a report of the survey to the *Project Manager* for acceptance within two weeks of the date of the survey. The report shall contain a photographic/video record of the Site and details of when the condition survey was completed. The survey record should be stored in the BIM archive.

Post-completion Condition Survey

The *Contractor* undertakes similar 'Post-completion condition surveys' when the work is complete and on dates agreed with the *Supervisor*. The *Supervisor shall* attend the survey. Copies of the 'Post-completion condition surveys' are distributed in the same format and to the same recipients as the Pre-starting condition surveys on Completion.

Where third party property post-completion surveys are undertaken, the *Project Manager* will be given at least two weeks' notice of the date of the survey and the *Contractor* will notify Others (the property owners).

S 2010 Consideration of Others

The *works* are located in public open space and shall be constructed in such a way to not endanger the public.

The *Contractor's* methods shall be designed and selected to minimise disturbance to the general public and occupiers of adjacent premises.

Works in Wellholme Park shall be planned so as to avoid conflicts with the Remembrance Service, should this occur during the working hours. The *Client* will advise on the date of such events as soon as they are informed by others.

Alternative arrangements shall be provided before interfering with any access to apparatus or services within the redline boundary. Affected users and occupiers shall be notified, in writing, two weeks in advance of any such interference and it shall be confirmed that alternative arrangements have been agreed.

Details of all complaints, claims or warnings of intended claims received from third parties shall be notified without delay to the *Project Manager*.

Any complaints, claims, damage or injury by owners or occupiers shall be dealt with promptly. All public relations activities shall be co-ordinated by the *Client* with the *Contractor's* support.

The *Contractor* shall register and work to the principles of the Considerate Constructor Scheme (www.ccscheme.org.uk) for the site and dealings with the public.

S 2011 Control of site personnel

The *Contractor* must have and use a written procedure for the control of people working on or visiting the Site.

Site personnel to:

- Carry identification;
- Hold current CSCS/CPCS cards;
- Be appropriately trained for the role undertaken.

Only authorised people working on the Site or expected/known visitors to the Site can enter the Site and only following the *Contractor's* site induction.

S 2012 Site cleanliness

The *Contractor* keeps the Working Areas tidy and promptly removes rubbish, waste and surplus materials. Materials, Plant and Equipment are positioned, stored and stacked in a safe and orderly manner.

All site waste and surplus shall be removed from site in accordance with the Site Waste Management Plan.

The *Contractor* shall also refer to the relevant CESWI 7 Clauses and the MTR.

S 2013 Waste materials

The *Contractor's* attention is directed to Section 1.40 and 1.41 of the Minimum Technical Requirements document and clauses 1.5.3 and 2.119 of CESWI 7.

The *Contractor* shall keep the Site Waste Management Plan up to date throughout the *works*.

The *Contractor* shall be responsible for the removal and disposal of materials such as construction waste materials throughout the project.

S 2014 Deleterious and hazardous materials

The *Contractor* shall deal with the requirements of identification and classification of deleterious and hazardous materials and develop a suitable strategy to deal with contamination/asbestos/ hazardous material.

The *Contractor* will minimise and control the use of deleterious and hazardous material.

The *Contractor* advises the *Project Manager* in writing of any substances that he proposes to bring on the Site that fall within the 'Control of Substances Hazardous to Health' Regulations, or otherwise require special precautions to be taken. Such advice is to include copies of all relevant COSHH assessment sheets.

S 2015 Carbon

A completed project must aim to minimise carbon emissions by:

1. Agreeing to a target (forecast) of emissions from construction that is set out in a verified carbon assessment with business case approval.
2. Exploiting the most likely opportunities for further reductions to the agreed forecast during construction.
3. Reporting the outturn of actual emissions against the agreed forecast and further reductions in a verified 'as built' update to the carbon assessment at project completion.

The project should be looking at how to minimise actual carbon emissions against the agreed forecast throughout the construction stage working with their suppliers on lower carbon products and services that meet the project scope and deliverables. A monthly report must be provided via FastDraft (using the carbon form – see application for payment section) providing:

1. actual emissions to date,
2. (latest) outturn forecast (based on actuals and remaining emissions to outturn) and
3. (Latest) outturn budget / target (set to the verified forecast)

The FastDraft carbon form may be supported by details of actual emissions to date against an agreed breakdown of asset/service/product lines taken from the verified carbon assessment.

This will inform the EA of progress in reducing carbon during construction in the form of a variance between a latest outturn forecast (reported on FastDraft) and verified forecast. The EA may require the project to set out actions to mitigate significant variances or where there is a significant change in scope to provide 'updated' versions of the carbon assessment, carbon budget and carbon appendix that will reset the construction stage outturn forecast and outturn budget.

Projects at completion must provide via Asite an 'as built' carbon appendix supported by an updated carbon assessment with outturn actual emissions reported against a previously verified forecast. The 'as built' carbon appendix and updated assessment must be verified by an EA appointed carbon specialist before completion of the project is approved. The verification process requires project team engagement with the verifier and may result in actions to:

1. update the carbon appendix and supporting carbon assessment and budget (i.e. ERIC).
2. set out the reasons for outturn actuals emissions being above/below the verified forecast.

The verified outturn actuals and forecast from this process will be required for the performance measure set out in this contract as well as for an EA process of carbon budget authorisation managed by EA Project Sponsor.

S 300 Contractor's design

S 301 Design responsibility

The *Contractor* is responsible for:

- The temporary works design in order to deliver the *works* as set out and described in this Scope document;
- Temporary works design shall be provided for information to the *Project Manager* if requested;
- Obtaining all relevant consents regarding temporary works, changes to temporary works, as well as any other remaining consents to carry out the *works* such as those from Local/Highway authorities, prior to the commencement of *works*;
- Design of the footbridges in Wellholme Park and Winnie Hill Park including all subcontractor and supplier fabrication, production and installation drawings. The *Contractor's* design responsibility is for; the bridge structure including structural capacity, material and fixings. The *Contractor's* design responsibility excludes the bridge abutments and foundations.

S 302 Design submission procedures

If the *Contractor* wants to propose any alternative designs, then these are to be submitted to the *Project Manager* for acceptance at least four weeks in advance of the programmed works to allow time for consultation and approvals with others. The *Contractor* shall submit calculations and drawings works to the *Project Manager* for acceptance, as well as the necessary documentation for any amendments to existing consents previously obtained by the *Client*.

S 303 Design approval from Others

Within four weeks of the *Contractor* submitting the alternative design, the *Project Manager* either accepts it or notifies the *Contractor* of reasons for not accepting.

S 304 Client's requirements

If an alternative design is proposed, then the *Contractor* (or supplier or subcontractor) shall provide the works in accordance with Scope documents.

The alternative design shall be to the appropriate, current (at the Contract Date) Eurocode, British Standard, or equivalent which shall be submitted for acceptance by the *Project Manager*.

Drawings

The *Contractor* must check each drawing and those of any subcontractor before submitting them to the *Project Manager*. The *Contractor* must sign each drawing to certify that it has been checked. All drawings must be clearly and fully cross-referenced to the specification and the other relevant drawings.

As a minimum, all drawings submitted must carry the *Contractor's* name and a title block with the Contract title, drawing title, *Client's* name and a reference number forming part of a sequential numbering system for all drawings. Where drawings are revised, the revision letter

or number must be incorporated in the title block. Revisions must be clearly indicated on the drawing with the revision letter or number shown in an adjacent triangle and revision cloud.

The *Contractor* shall continually update all design drawings throughout the construction stages to record all changes and developments and maintain a drawing register or schedule.

S 305 Design co-ordination

In developing any alternative designs, the *Contractor* shall consult with:

- The *Project Manager*;
- Principal Designer;
- Affected landowners (*Client* to lead on discussions); and
- Local Planning Authority (if necessary);

In preparing the design, the *Contractor* shall coordinate with the *Project Manager* to confirm that all consultees have been approached concerning the proposals.

S 306 Requirements of Others

In preparing the design, the *Contractor* is responsible for obtaining and satisfying any necessary authority requirements and shall have their tacit approval prior to submission.

S 307 Copyright/licence

The *Client* may wish to use and copy the *Contractor's* design as stated in sub-clause 22.1 of the ECC.

S 308 Access to information following Completion

It is not envisaged that there will be any requirements for access to information once the Defects Certificate is issued including the timescale for the retention of any information after Completion. The *Contractor* sends the *Client* any information not previously communicated on issue of the Defects Certificate. The *Client* communicates receipt of this information.

S 309 Site investigations

A ground investigation was undertaken during the detailed design stage and the reports are available in the Site Information.

In the event that the *Contractor* considers it necessary to undertake further ground investigation works, or in relation to temporary works:

- The *Contractor* will be required to design, procure and manage any further site investigation that is deemed necessary to undertake the construction work;
- The *Contractor* liaises with all historic environment stakeholders as required to ensure that the heritage and archaeological risks are identified and appropriately managed. The *Contractor* obtains all necessary consents and approvals;
- The *Contractor* provides the *Project Manager* with the final Factual Report of the investigation in digital format; and
- The *Contractor* informs the *Project Manager* of the proposed works a minimum two weeks before the investigation is undertaken and complies with the Access to the Site conditions.

S 400 Completion

S 401 Completion definition

The following are absolute requirements for Completion to be certified:

- To provide the data required from the *Contractor* in the H&S file template to allow the Principal Designer to update and complete the H&S file
- 1No hard copy of the Operating and Maintenance Manual and 1No digital copy of the Operating and Maintenance Manual;
- To provide the required data and collaborate with the *Client's* designer to produce the As built drawings. As a minimum this will include any variation to line, level, finish or detail that is shown on the drawings within S1700 of this Scope.
- Population of the *Client's* latest version of the Cost & Carbon Tool, or its successor;
- Transfer to the *Client* databases of BIM data;
- Delivery of the Final Carbon Report and Carbon Calculator.
- The whole of the *works* have been completed in accordance with the Scope;
- There are no Defects that prevent safe access and operation by the *Client* or others.

The work to be done by the Completion Date is the whole of the *works*.

Prior to Completion, the *Contractor* provides the following information in electronic and paper format to the Principal Designer for inclusion in the Health & Safety File:

- Description of the *works*;
- Accurate drawings showing 'As-Constructed' details;
- Design criteria – details of all *Contractor's* own design criteria relevant to the design and the way in which the structures are to be managed in the future; Key structural principal and safe working loads;
- Plant specification – details of design function and specification for all installed Plant and mobile equipment;
- Commissioning and training for operation & maintenance of the pumping stations and outfall structures
- H&S information about equipment provided for cleaning and maintaining structures;
- Materials used – details of all Materials used, e.g. paint types, grades of steel, coatings, cement types, aggregate sources for concrete, clay sources. Data sheets are to be supplied to support the information provided;
- Public utilities & services – unchartered services to be marked up on record drawings; chartered service positions to be confirmed on record drawings; overhead services to be confirmed on record drawings;
- Methods used in construction – records of how the *works* were constructed;
- Confined spaces – records of confined spaces along with the category of confined space (low, medium or high) together with details of specific or potential hazards;
- Electrical safety – principal points of electrical supply, degree of training and authorisation which must be undertaken before electrical apparatus can be inspected or repaired;
- COSHH – lists substances hazardous to health & specific precautions that must be taken as a result of their presence;
- Information relevant to demolition of the structure in the future;

- Information on any unforeseen hazards encountered during construction; and
- Residual hazards & risk assessment.

The above list should be read in conjunction with the *Client's* Health & Safety File requirements and Health & Safety file template. The *Contractor* shall make allowance in the programme for liaison with the Principal Designer and the *Project Manager* in providing the relevant information for the Health & Safety File prior to Completion.

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

S 402 Sectional Completion definition

Option X5, X5.1 Work to be done for each Sectional Completion.

The *Contractor* shall have completed all works in the areas identified as sectional Completion dates in Contract Data Part 1.

S 403 Training

The *Contractor* shall ensure that all site personnel are appropriately trained to undertake the *works* on site. All site staff shall be required to attend a site induction, during which all site staff shall be made aware of the environmental constraints of the Site, including the environmental requirements of the *works* (as set out in the Environmental Action Plan and consenting documentation) and elsewhere within this Scope.

S 404 Final Clean

On Completion, the *Contractor* returns the roads, footpaths, car parks and any other areas affected by the *works* to a condition not inferior to that pertaining at the commencement of the *works*. All debris, unused materials, equipment and temporary works are to be cleared and dismantled from the site.

S 405 Security

No additional requirements under this heading.

S 406 Correcting Defects

Access for the correction of any Defects is to be arranged by liaison with the *Project Manager* and the *Client*. Two weeks' notice period is required unless otherwise agreed with the *Project Manager*.

S 407 Pre-Completion arrangements

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. The initial inspection shall take place a minimum of three weeks in advance of the planned takeover or *Completion*.

S 408 Take over

No additional requirements under this heading.

S 500 Programme

S 501 Programme requirements

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

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

The *Contractor* shall develop the programme to incorporate these elements:

- The *Contractor* shall have obtained all highway and footpath consents required prior to starting construction;
- The *Contractor* shall have submitted the required Calderdale Metropolitan Borough Council (CMBC) Section 35 Operations Notice(s) a minimum of six weeks prior to commencement of the *works* for any work in an area of archaeological importance;
- The *Contractor* shall ensure that any service diversions and protection measures required during the *works* have been arranged and agreed with the relevant Statutory Authority. Cost for any such service diversions are to be made by the *Client*. Any delays as a result of the *Contractor* failing to manage or take reasonable actions to allow utility providers to undertake service connection works, such as diversions, shall be the responsibility of the *Contractor*;
- The *Contractor* shall ensure that all actions assigned to them within the Environmental Action Plan are identified on the programme;
- The *Contractor* shall apply for Environmental Permits prior to starting construction;
- The *Contractor* issues method statements to the *Supervisor* for information in advance of carrying out items of work;
- The *Contractor* shall notify the *Project Manager* three weeks in advance of the intention to first enter or occupy each area of ownership or occupation within the Site.
- The *Contractor* shall programme in adequate allowances for the *Client's* or *Project Manager's* review of any deliverable.

Programme Constraints

Works at Mill Lane Culvert can only be commenced once the *Client* has obtained agreement from the property owner.

Prior to commencing the *works* on site any pre-commencement planning conditions must be discharged by the *Contractor*.

The *Contractor* is not permitted to commence *works* until all relevant consents, permits and licenses have been obtained and pre-commencement conditions discharged.

The *Contractor* shall not carry out any tree or shrub works within bird nesting season without consulting with an ecologist. The nesting bird season is from mid-February to September inclusive. The *Contractor* shall identify any additional tree clearance activities as a key milestone on the programme.

The *Contractor* should seek to avoid in-channel works in Clifton Beck during spawning and egg incubation season (October to May), unless agreed otherwise with the *Client's* Fisheries Biodiversity & Geomorphology (FGB) team and the *Project Manager*.

S 502 Programme arrangement

The *Contractor* shall submit the programme as required by Clause 31 to the *Project Manager* in either Microsoft Project or Primavera P6 format and as a pdf (or as agreed otherwise with the *Project Manager*). It shall clearly identify those activities forming the critical path. If the programme is provided by the *Contractor* in P6 format, then they shall provide access to software for the Project Manager to access the programme.

S 503 Methodology statement

Prior to the start of construction work, the *Contractor* must produce a Construction Phase Plan that, amongst other things, contains:

- A schedule of activities for which risk assessments and method statements must be prepared;
- The *Contractor's* arrangements for the preparation and approval of risk assessments and method statements; and
- The schedule of risk assessments and method statements must meet the requirements of the Construction Design and Management Regulations.

The *Contractor* will be free to add to the schedule as the work progresses.

The *Contractor* will ensure the risk assessments and method statements for each operation includes:

- Risk assessments of the work;
- People and resources proposed;
- Timing and sequencing of construction, materials, plant and equipment;
- Details of temporary works;
- Indication of activities that represent a higher level of safety, health and environmental risk;
- Safety, health and environmental controls proposed; and
- Any permit to work proposals.

The *Contractor* submits the required risk assessments and method statements to the *Supervisor* two weeks before starting the tasks to which they refer. The *Contractor* must ensure that risk assessments and method statements are approved by the authorised individual within their own organisation before submission.

The *Project Manager* will, if necessary, request additional information to support the contract. The *Contractor* shall respond promptly to queries raised.

Method statements shall include full particulars of the methods, timing and sequence of construction.

The *Contractor* does the work in accordance with the method statement.

All work shall be carried out using techniques to eliminate any risk of structural damage to the existing environment and to minimise potential complaints about noise and vibration. The *Contractor* is responsible for all temporary works design and is to make due allowance in the programme for this and for any statutory approvals necessary.

S 504 Work of the *Client* and Others

The Yorkshire Water asset in Whinney Hill Park will remain operational 24/7 and access to the asset within the park will need to be maintained at all times.

S 505 Information required

The *Contractor* shall include as a minimum the following information as separate activities in the programme in addition to that stated in ECC clause 31.2:

- Critical Path shown in red;
- Date when Notice of Entry details to be submitted to the *Project Manager* for action;
- Date when the *Contractor* requires occupation of each area of ownership or occupation;
- Application dates for footpath and road closures;
- Requirements / restrictions of third parties including approval times;
- All environmental restrictions resulting from legislation or consents required for the *works*;
- Determination timescales for all consents and licenses required for the *works*;
- Landscaping works – clearly identified seeding etc.;
- Cash flow forecast and project outturn cost profile to *Project Manager* and *Client's* acceptance;
- Acceptance periods and schedules of items as stated in the *Scope*;
- Project handover elements, health & safety file documentation;
- Significant temporary works;
- *Contractor's* shutdown periods e.g. Christmas, Easter, Statutory Holidays, etc.;

S 506 Revised programme

Further to the requirements of Clause 32, the *Contractor* shall provide a brief explanation of changes to each programme activity, sufficient to enable the *Project Manager* to understand the cause and impact of the change. Explanation for changes will be discussed at the monthly progress meetings.

S 507 Monthly reports

In managing the *service* the *Contractor* shall:

- Contribute monthly to the updates to the project risk register.
- Provide input to project efficiency CERT Form.
- Produce monthly financial updates and forecasts meeting the *Client's* project reporting timetable together with progress reports. Monthly financial updates and forecasts to meet EA deadlines provided by no later than the 10th day of each month, or otherwise agreed at the project start up meeting.
- Deliver a monthly progress report in the *Client's* standard template giving progress against programme, deliverables received and expected, financial summary against programme and forecast project carbon. [REDACTED]

- Commission capital forecast profile to be entered on FastDraft monthly & Project forecast outturn project carbon profile to be entered onto FastDraft monthly. The *Consultant / Contractor* is required to provide a monthly forecast on FastDraft for both carbon and cost in accordance with FHU

[REDACTED]

[REDACTED]

- Attend project board meetings as required.
- Ensure quarterly input into framework performance assessment / environmental Performance Measures.
- Maintain and show how accurate and up to date information on the whole-life cost and carbon of options is driving optimum solutions at all stages of design development.
- Capture lessons learnt relevant to scheme delivery for the EA PM.

S 600 Quality management

S 601 Samples

The *Contractor* is to submit samples as requested to discharge planning conditions, a minimum of four weeks prior to being required for the *works* in order for the *Project Manager* to acquire any necessary authority approvals.

S 602 Quality Statement

No additional requirements.

S 603 Quality management system

The *Contractor* shall operate a Quality Management System complying with BS EN ISO 9001.

The *Contractor* shall describe the Quality Management System that he intends to operate for the implementation of this scheme in a site-specific Quality Plan which shall be submitted to the *Project Manager* for acceptance, prior to commencement on the site.

The *Contractor* shall comply with all quality procedures associated with delivering the *works*. The *Contractor* shall also provide the following information:

- Quality procedure for dealing with non-conformance;
- Quality procedure for dealing with defects.

The *Contractor* shall ensure an Environmental Management System (EMS) is in place for this contract. This EMS is to comply with the spirit of ISO 14001 although accreditation is not mandatory. The EMS shall ensure:

- a) Documentation stating the intentions, targets and principles in relation to environmental performance is signed by the organisation's representative and assure it is communicated internally and externally;
- b) A clear structure with documented roles and responsibilities for staff and relevant parties, including an emergency procedures post (i.e. regarding environmental accidents) is in place;
- c) A reporting system is set to provide the *Project Manager* information on all incidents and provide information for any necessary environmental audits;
- d) A policy to promote efficient and sustainable purchasing and disposal of all material necessary for the design, site work and manufacturing aspects (e.g. ensure suppliers have an EMS, recycle to the extent possible).

The *Contractor's* Quality Manager

The *Contractor's* Quality Manager is the person nominated by the *Contractor* responsible for ensuring that members of the *Contractor's* staff comply with the quality requirements of the Contract and for certifying that completed Work Items and activities comply with the requirements of the project and the *Contractor's* quality plan.

Copies of relevant supporting certificates relied on by the Quality Control Manager are attached to the certificate.

Quality Plans

The *Contractor* will be required to submit the complete general quality plan (*Contractor's* Quality Plan) to the *Project Manager* for acceptance within two weeks of the starting date, or at least two weeks before any permanent work commences, whichever is the sooner.

Detailed quality plans for each element or item of work (Work Item) must be submitted to the *Project Manager* for acceptance at least two weeks before that work is due to commence.

Notification for Work Item Completion

Readily identifiable Work Items, such as defined sections of topsoil strip, embankment excavation, embankment fill etc, must be certified as checked and satisfactory by:

- a) An engineer or surveyor responsible for checking alignment and setting out; and
- b) An engineer or works supervisor responsible for checking temporary works, materials, cleanliness, dimensions (not checked in a), workmanship and all other matters to enable him to certify that the work item complies in every respect with the Contract.
- c) A testing technician has certified material tests.

The Work Item Completion Notification shall be checked and approved by the *Contractor's* Quality Manager and a copy shall be then sent to the *Supervisor* for acceptance.

The Work Item Completion Notification sent to the *Supervisor* shall have attached to it copies of materials and performance test certificates that have been relied upon by the signatories to the certificate or shall cross refer to test results sent to the *Supervisor* under the separate testing requirements.

Each Work Item Completion Notification must be given a unique and appropriate reference number.

The *Supervisor* shall, within two weeks, return the Work Item Completion Notification duly endorsed to the *Contractor* with or without comments.

S604 BIM requirements

The BIM Information Manager is the *Client* Project Manager. The *Contractor* shall comply with the *Client's* BIM requirements.

The *Contractor* will produce a BIM execution plan within two weeks of contract award.

S 700 Tests and inspections

S701 Tests and inspections

The *Contractor* produces a schedule of tests and inspections for the *works* two weeks prior to commencement of the respective construction activity. The schedule of tests and inspections must ensure the *works* meet the requirements of the design and specification and the *Client's* MTR.

The schedule of tests and inspections will include:

- Objective, procedure and standards to be used;
- When they are to be done;
- Where they are to be done;
- Who does the tests, and who is in attendance;
- Testing and inspection method;
- The Equipment required and who provides it;
- Access arrangements;
- Information or instructions required to be provided;
- Materials, facilities and samples to be provided;
- Involvement of specialists;
- Acceptable results and deviations;
- Test environment;
- Documents to be provided before and after the test;
- Whether or not authorisation to proceed to the next stage of the work depends on the test results.

The *Contractor* shall ensure imported topsoil; is tested in accordance with the current version of the *Client's* Landscape Specification for Environment Agency Landscape Works Implementation and Establishment Maintenance Works, prior to delivery to the Working Area.

At Completion the *Contractor* shall undertake topographical survey of all defences and provide the results to the *Client*.

S 702 Management of tests and inspections

Within two weeks of the *Contractor* submitting the schedule of tests and inspections, the *Project Manager* either accepts the schedule of tests and inspections or notifies the *Contractor* of reasons for not accepting it.

S 703 Covering up completed work

No operation shall be carried out or covered up without notice being given to the *Supervisor* by the *Contractor*, as required by the contract, in time to enable the *Supervisor* to make such arrangements as he deems necessary for inspection and checking.

During the execution of the *works*, the *Contractor* shall submit to the *Supervisor* full and detailed particulars of any proposed amendments to the arrangements and methods submitted.

S 704 Supervisor's procedures for inspections and watching tests

No additional requirements.

S 800 Management of the works

S 801 Project team – Others

Further to the *Client*, *Project Manager*, *Supervisor*, *Principal Designer* and *Contractor* roles identified previously within the contract, the following people will form part of the team:

- PCM Project Manager – [REDACTED]
- PCM Project Executive – [REDACTED]
- P&SO Team – [REDACTED]
- Senior User Representative – [REDACTED]
- NEAS Representative – [REDACTED]
- FBG Representative – [REDACTED]
- Cost Manager - [REDACTED]
- ECC Project Manager – [REDACTED]
- Supervisor – [REDACTED]
- Principal Designer – [REDACTED]
- Contractor's Project Manager – [REDACTED]

The *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*.

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*, the *Project Manager* shall decide the issue.

S 802 Communications

The *Contractor* shall document all forms of communication with third parties and maintain the stakeholder engagement plan.

Progress Meetings

The *Contractor* shall attend monthly progress meetings that are chaired by the *Project Manager* who produces the agenda. The *Project Manager* shall produce the minutes and actions of the meeting.

For the progress meeting the *Contractor* shall produce a progress report detailing work progress since the last meeting, health and safety checks and incidents, progress against programme, public relations/interaction, planned works, commercial situation, any other issues (refer to section 8.3 for details). An electronic copy of the progress report shall be provided by the *Project Manager* in advance of the Progress Meeting.

The *Contractor* shall allow for attendance of key personnel from the *Contractor's* staff and key sub-*Contractor's*/suppliers staff at workshops which shall include the following:

- Progress meetings on monthly basis;
- Weekly issues log teleconference.

Teleconferences will be conducted from home/site offices of all parties to minimise travel time and expenditure.

All meetings to be held at appropriate dates agreed with the *Project Manager*.

The *Contractor* will also be required to attend the Project Board meetings arranged by the Project Executive.

Consultation

The *Contractor* shall:

- Co-operate, co-ordinate and liaise with key stakeholders, the public, property owners, and Others in relation to the *works*.
- Provide support to the *Supervisor* in public liaison activities throughout the *works*.

The *Contractor* shall assist the *Client* with consultation of landowners and individuals that are affected by the works. The *Contractor* shall indicate on their programme the dates consultation is required for the works. The *Contractor* shall work to the principles of the Considerate Constructor Scheme (www.ccscheme.org.uk) for dealings with the public.

A contact name within the *Contractor's* organisation shall be provided to residents who would be available to deal with complaints or queries in relation to the works.

At all stages of the project the *Contractor* shall notify the *Client* and *Project Manager* of all press or media enquiries. All press and media enquiries will be handled by the *Client* and must not be addressed directly by the *Contractor*, or any of their employees.

ASite

All files to be shared with other parties shall be uploaded to ASite, the *Client's* collaboration tool, or any subsequent system.

FastDraft

The Contract will be managed and administered using the FastDraft contact management system, or any subsequent system.

S803 Reporting Requirements

The *Contractor* shall prepare monthly progress reports for the *Project Manager*. These shall be provided to a format agreed with the *Project Manager* and shall include the following information:

- Detailed reports of construction progress achieved;
- Details of proposed work in the following month;
- Details of submissions to the *Project Manager* for acceptance in the following month;

- An updated programme;
- An updated payment / expenditure profile and out-turn cost estimate;
- Details of significant changes to the communications plan;
- Compensation Events identified;
- Use of recycled materials;
- Health and Safety;
- Environment Action Plan update;
- Other quarterly reporting including Sustainability Measures, Supplier Performance Measures.

The *Contractor* shall prepare a hard copy, produced on recycled paper containing at least 80% post-consumer waste and printed double sided, and an electronic copy of each report shall be submitted.

The *Contractor* shall provide additional information relating to the prices of various parts of the works where the *Project Manager* requires this information in relation to seeking contributions from third parties or to enable third parties to obtain match funding or for similar purpose.

S 900 Working with the *Client* and Others

The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with providing the *works*. Throughout the *works*, the *Contractor* in conjunction with the *Client* shall regularly keep all affected stakeholders up to date on progress with the *works*. This shall include, the following and the requirements of the Collaborative Delivery Framework, as renewed 1st April 2023. Reference shall also be made to the relevant drawings along with other documents provided:

- The review, assessment and verification of information provided by the *Project Manager* and *Client*.
- 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 901 Sharing the Working Areas with the *Client* and Others

If the *Client* or Others are to undertake activities on the Site between the *access date* and Completion, other than that stated elsewhere in this Scope, the *Project Manager* will notify the *Contractor* two weeks before. The *Contractor* will provide access and such access shall be a *Client Risk*.

S 902 Co-operation

The *Contractor* shall assist the *Client* to seek all necessary permissions and approvals prior to starting the *works*. The environmental consents / permits / notices required are listed in the Consents Schedule in Appendix D of the Environmental Action Plan (EAP). All applications for planning consent are to be submitted to CMBC by the *Client*.

S 903 Co-ordination

The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with the *works*. Throughout the *works*, with the prior acceptance of the *Project Manager*, the *Contractor* shall regularly keep all affected stakeholders up to date on progress with the *works*. This shall include, Public Rights of Way, Highways/ Roads Authority, Police, Landowners and affected Stakeholders. If the Contractor's working methods increase the list of others to co-ordinate with, then the Contractor shall co-ordinate with those affected as well.

S 904 Authorities and utilities providers

The *Contractor* shall be responsible for arranging and managing all of the appropriate Highway Authority consents and closures that may be required.

The *Contractor* shall be responsible for arranging and managing all of the *works* by utility providers to enable service connections necessary to Provide the Works. Payment for any such service diversions are to be made by the *Client*.

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

The *Contractor* shall engage with Others to create a diverse and inclusive environment throughout the duration of the works. The *Contractor* shall comply with the requirements of

Client documents “LIT 13513 – Equality Analysis Guidance Document” and Equality Analysis Screening Tool 367_14”.

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 Services and other things for the use of the *Client*, *Project Manager* or Others to be provided by the *Contractor*

As detailed in the *Client's* Minimum Technical Requirements (412_13_SD01).

The *Contractor* shall provide, as a minimum, the accommodation described below for the *Project Manager* and the *Supervisor*:

- Use of meeting room;
- Access to a kitchen facility;
- Access to a drying room for drying and storage of site clothing;
- Access to an internet connection;
- Access to a flush toilet and shower facilities;
- The *Contractor* to erect scheme sign boards as provided by the Environment Agency;
- Car parking spaces shall be provided on a suitable hard standing adjacent to the cabins for use by the *Project Manager* and the *Supervisor*;
- An electricity supply shall be provided by the *Contractor* and an adequate supply of potable water. Both shall be made available for use by the *Project Manager* and the *Supervisor*.

S 1002 Services and other things to be provided by the *Client*

The *Client* will provide the following services or provisions:

- Statutory Notices of Entry for all private land within the Site at least ten days before the possession dates;
- Provide support to all Communications with Landowners, alongside the *Contractor*
- Scheme sign boards;
- Landowner contact information.

No other services or provisions will be provided by the *Client*.

S 1100 Health and safety

S 1101 Health and safety requirements

CDM Requirements

The *Contractor* shall assume the role of Principal Contractor upon award of the Contract.

The Principal Designer is provided by the *Client*.

A copy of the HSE Notification (F10) shall be provided to the *Contractor* by the Principal Designer prior to commencement of the works.

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

The *Contractor* shall prepare the Construction Phase Plan before work commences on site. The *Contractor* shall issue the Construction Phase Plan to the *Project Manager* for acceptance. The Construction Phase Plan has to be accepted by the *Project Manager* before work can commence on site.

Public Safety Risk Assessments

The *Contractor* shall produce a Public Safety Risk Assessment (PSRA) during the construction period and update during the defects correction period. The PSRA is to be in the *Client's* standard format.

Emergency Planning

The *Contractor* shall prepare an Emergency Action Plan for dealing with on-site or third-party emergencies that affect the *works*. This should include actions to be taken by the *Contractor* when managing flood risk.

The *Contractor* shall produce and provide to the *Project Manager* an Emergency Contact List which includes at least two names of responsible representatives of the *Contractor* and telephone numbers at which they can be contacted at all times outside normal working hours. One of these telephone numbers should be that of the *Contractor's* construction manager.

The *Contractor* shall submit digital copies of the plan to the *Project Manager* for information only and distribution to the *Client*, within seven days of the *Contractor* gaining access to any part of the Site. The Emergency Action Plan shall include, as a minimum, the following:

- Emergency contact list – all contact names, organisation, telephone numbers etc;
- Items of Equipment, Plant and Materials that will be made available for use out of hours;
- Personnel resources that will be made available for 24/7 call outs;
- Method statements for dealing with Others or Environment Agency Emergencies and the Emergency Services;
- Method statements for rescuing and recovery of Personnel, Plants, Materials, Equipment etc in the event of an emergency; and
- Method statements for dealing with pollution as a result of the *works*.

The *Contractor* shall pay particular attention to ensuring the safety of the public during the construction phase particularly when working in public open spaces.

Emergency arrangements

The *Contractor* acquaints all employees with any relevant emergency arrangements including those of the *Client*. The *Contractor* provides emergency vehicle access to properties at all times and gives access to members of the emergency services who may inspect the Site.

The *Contractor* provides access to all parts of the Site for the *Client* to undertake emergency inspections to drainage infrastructure or repairs to flood defences.

Floods

Hydrometric and flood warning information is available from the Environment Agency.

The *Contractor* provides emergency 24-hour contact details to the *Client* for registering with the Environment Agency's Flood Warning Schedule 8.

The *Contractor* provides emergency 24-hour contact details to the *Client* for registering with the Environment Agency's Incident Communications Service (ICS).

The *Contractor* may obtain regular weather forecasts from the *Client*. The *Client* is not liable for any consequences if it is unable to provide either flood warnings or weather forecasts, or if they prove inaccurate.

The *Contractor* monitors river levels and weather forecasts on a daily basis and promptly provides copies of the information to the *Supervisor*.

Services

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.

Refer to section S201 of this Scope document.

First Aid Provisions

The *Contractor* shall provide first aid boxes appropriate to the site operations. The *Contractor* shall ensure that, as a minimum, First Aiders are trained to an Emergency First Aid at Work qualification. These First Aiders will be for the benefit of the *Contractor's* own personnel, those of any subcontractors and the site staff of the *Project Manager*, *Supervisor* and *Client*.

Site inductions & toolbox talks

The *Contractor* shall ensure that all personnel before entering the Site are fully inducted on site procedures and rules. Personnel shall be made aware of any relevant arrangements, including those of the *Client*, which are in existence for dealing with emergencies.

The *Contractor* shall provide daily briefings and weekly toolbox talks to site personnel to ensure that health, safety and environmental issues, the requirements of the contract and the design and the contents of the method statements are communicated throughout the site team.

Smoking restrictions

Smoking on the Site is permitted in areas designated by the *Contractor* but is subject to the following exclusions:

- Smoking will not be permitted whilst operating mobile plant and equipment;
- No smoking in any enclosed or semi-enclosed areas.

Reporting

The *Contractor* shall report any health and safety incidents on site using the procedure outlined in the *Client's* "Safe Construction Code of Practice". The *Contractor* shall provide a written report within twenty-one days of the incident, unless otherwise agreed with the *Project Manager*.

The *Contractor* is to liaise with the *Supervisor* in the joint monthly submission of an agreed Health & Safety report to the *Client* and the *Project Manager*.

The *Contractor* familiarises themselves with the format of the *Client's* standard template for the Health & Safety File and provides all information necessary for the Principal Designer to produce the Health & Safety File in said format. The Principal Designer shall also provide an up to date copy of the Health and Safety File to the *Contractor*, who retains the File on the Site.

S 1102 Method statements

The following two plans shall be submitted with the first programme, and assumed to be a condition of planning:

- A construction management plan incorporating a traffic management plan;
- A construction phase plan; and
- A construction environment management plan.

All method statements shall include, but are not limited to, full particulars of methods, people, organisation, working hours, safety, Plant and Equipment, expected outputs, timing, environment, welfare, and sequence of construction including the use and design of temporary works, Materials and Equipment proposed by the *Contractor*. Method statements shall be made available and contain sufficient information to enable the *Project Manager* to assess the likely detriment to either the proposed or the existing works or to the *Client's* overall objective.

The *Contractor* shall programme the timely issue of method statements four weeks in advance of the relevant section of work and includes the dates in the programme when all method statements are to be submitted. The *Contractor* shall allow the *period for reply* for review of method statement prior to work commencing. The *Contractor* undertakes the *works* in accordance with the reviewed method statement. Review of any method statement does not relieve the *Contractor* of their contractual, and health and safety responsibilities.

S 1103 Legal requirements

Duties set out in the Construction (Design and Management) Regulations 2015 shall be followed in full to ensure the project is carried out in a way that secures health and safety.

S 1104 Inspections

The *Project Manager* may inspect the *Contractor's* compliance with the *Client's* and/or the *Contractor's* safety, health and environment requirements and procedures. The inspection may be unannounced.

The Principal Designer will undertake regular checks on the *Contractor's* Health and Safety procedures including record of site inductions, tool-box talks, confined space procedures and certifications and PPE. The *Contractor* shall make available within two working days all relevant Health and Safety information pertaining to this contract e.g. records of site induction, tool-box talks, procedures etc. for inspection by the Principal Designer.

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

The *Contractor* shall submit to the *Project Manager* for acceptance all proposed sub-contractors including a copy of the proposed sub-contract. The *Contractor* shall complete the submission for acceptance and obtain a response from the *Project Manager*, prior to entering into contract with the proposed sub-contractor.

S 1202 Acceptance procedures

Clauses 26.3 and 11.2(25) (Options C and E) State any specific submission and acceptance procedures for the proposed subcontracts not based upon the NEC contract. The basic requirement for submission and acceptance is dealt with in subclause 26.3.

S 1210 Procurement of subcontractors

Sub-contractors need to be selected using best value processes.

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.

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**S 1301 Marking**

No additional requirements under this heading

S 1302 Materials from Excavation and demolition

The *Contractor* is responsible for the removal and appropriate disposal of all waste from the Working Areas including for removal and disposal of temporary sheet piles in accordance with the Site Waste Management Plan and the Scope.

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

S1401 Subcontracting

The *Contractor* shall provide 3 other competitive tender prices when using subcontractors or suppliers.

S 1500 Accounts and records (Options C and E)

S 1501 Additional Records

Clause 52.2 (Options C) lists the additional records to be kept by the *Contractor*. This shall include the following and the requirements of the Collaborative Delivery Framework, as renewed 1st April 2023:

- 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, subcontract and major material items);
- The *Contractor* provides to the *Project Manager* a detailed written statement of all Equipment & Personnel employed on the works, together with details of Equipment downtime, breakdowns, stoppages & accidents that have occurred or any other details the *Project Manager* reasonably requests;
- Environmental Audit Records, in accordance with the EAP;
- Copies of waste transfer certificates, if applicable;
- Specific procurement and cost reports.

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

S 1502 Application for Payment / Invoice

The *Contractor* is required to provide the backup to their application for payment in the following format:



Submission of an application for payment without this format of backup sheet will **not** be recognised or treated as a compliant submission.

A monthly report must be provided via FastDraft (using the carbon form) providing:

1. actual emissions to date,
2. (latest) outturn forecast (based on actuals and remaining emissions to outturn) and
3. (Latest) outturn budget / target (set to the verified forecast)

The FastDraft carbon form may be supported by details of actual emissions to date against an agreed breakdown of asset/service/product lines taken from the verified carbon assessment.

This will inform the EA of progress in reducing carbon during construction in the form of a variance between a latest outturn forecast (reported on FastDraft) and verified forecast.

S 1600 Parent Company Guarantee (Option X4)

Not used.

S 1700 *Client's work specifications and drawings*

S 1701 *Client's work specification*

This work specification should be read in conjunction with the version of the Minimum Technical Requirements (MTRs) current at the Contract Date. This includes the *Client's* Minimum Technical Requirements version 7 (412_13_SD01); including the Environment Agency's MEICA Standard Specification (369_13); Environmental Sustainability, Design & Management (801_14); Cultural heritage & Archaeology Standards (801_14_SD01); Landscape and Environmental Design (801_14_SD02).

In the event of a conflict between the Minimum Technical Requirements and the Works Specification – Special Clauses, Works Specification – Special Clauses shall prevail.

The following reports and specifications form a part of the works specification:

| Document Code | Document Title | Version |
|---------------|--|---------|
| | Brighthouse FAS General Civil Engineering Specification | C03 |
| | Indicative Planting Mixes | C01 |
| | Specification for Landscape Implementation and Maintenance Works | C01 |
| | Arboricultural Impact Assessment Report | |
| | Brighthouse FAS Environmental Action Plan (EAP) | C01 |

All temporary works designs shall be prepared and reviewed in accordance with "Operational Instruction 300_10_SD14: Designers' safety, health and environmental Red Amber Green list". The *Contractor* shall design Temporary Works to be of adequate strength and stability.

The *Contractor* provides the *works* in accordance with environmental best practice. The *Contractor's* attention is drawn to the following documents:

- Environment Agency, 155_04_SD347, Safety is Paramount – Constructing a Better Environment;
- Environment Agency, 677_15, SHEW CoP – 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.

S 1702 *Drawings*

The following drawings form part of the Scope.

| Drawing Code | Drawing Title | Version |
|--------------|---|---------|
| <u>Civil</u> | | |
| | Wellholme Park General Arrangement | C01 |
| | Wellholme Park Section A-A | C01 |
| | Wellholme Park Sections B-B and C-C | C01 |
| | Whinney Hill Park General Arrangement | C01 |
| | Embankment Typical Details | C01 |
| | Wellholme Park Footbridge Design - Bridge A | C01 |
| | Wellholme Park Footpath and Cycle Path Details Sheet 1 | C01 |
| | Flap Valves - Typical Details | C01 |
| | Flap Valves - General Arrangement - Albion Mills, Wellholme Park and River Calder | C01 |
| | Flap Valves - General Arrangement - Oakhill Road and Clifton Beck | C01 |
| | Wellholme Park Headwall South Details | C01 |
| | Wellholme Park Headwall North Details | C01 |
| | Wellholme Park Footpath and Cyclepath GA Sheet 1 of 2 | C01 |
| | Wellholme Park Footpath and Cyclepath GA Sheet 2 of 2 | C01 |
| | Wellholme Park Footpath and Cycle Path Details Sheet 2 | C01 |
| | Wellholme Park Footpath and Cycle Path Details Sheet 3 | C01 |
| | Wellholme Park Footpath and Cycle Path Details Sheet 4 | C01 |
| | Albion Mills General Arrangement | C01 |
| | Wellholme Park North Bund Headwall Layout Details | C01 |
| | Wellholme Park South Bund Headwall Layout Details | C01 |
| | Overflow Weirs - Wellholme and Whinney Hill Parks | C01 |
| | Wellholme Park Land Drainage General Arrangement | C01 |
| | Manhole Raising and Lowering Details - Wellholme Park | C01 |
| | Section 185 Site Plan - Wellholme Park | C01 |
| | Section 185 Long-Section - Wellholme Park | C01 |
| | Brighouse Tree Removal Plan Wellholme Park | C01 |
| | Brighouse Tree Removal Plan Whinney Hill Park | C01 |

| Drawing Code | Drawing Title | Version |
|------------------|---|---------|
| | Whinney Hill Park Footpath General Arrangement | C01 |
| | Whinney Hill Park Headwall Bag Work Details | C01 |
| | Whinney Hill Park Bund 1 Headwall Detail | C01 |
| | Whinney Hill Park Bund 2 Headwall Detail | C01 |
| | Whinney Hill Park Bund 3 Headwall Detail | C01 |
| | Whinney Hill Park Bund 4 Headwall Detail | C01 |
| | Wellholme Park Footbridge - Bridge B | C01 |
| | Wellholme Park Footbridge - Bridge C | C01 |
| | Whinney Hill Park Footbridge - Bridge D | C01 |
| | Oakhills Rd - Listers RC Flood Defence Wall (OPTION B) - General Arrangement | C01 |
| | Oakhills Rd - Listers Damage Repair Masonry Infill Wall - General Arrangement | C01 |
| | Oakhill Road Wall Re-pointing GA and Details | C01 |
| | Lister Building - Window Defences GA and Details | C01 |
| | Tesco Ground Raising GA and Details | C01 |
| | River St SW Drainage and Pumping Station GA | C01 |
| | SW Drainage Typical Details | C01 |
| | Clifton Beck Weir and Channel Infill GA and Detail | C01 |
| | Wellholme Park Cut and Fill Analysis Plan | C01 |
| | Whinney Hill Park Cut and Fill Analysis Plan | C01 |
| | Brighouse FAS Civil Engineering General Specification | C03 |
| | Clifton Beck Bank Repairs | C02 |
| | Wellholme Park Existing Civil 3D Model | C01 |
| | Whinney Park Existing Civil 3D Model | C01 |
| | Whinney Park Proposed Civil 3D Model | C01 |
| | Design Decision and Hazard Risk Register | C01 |
| <u>Landscape</u> | | |
| | Brighouse FAS Landscape Masterplan | P01 |
| | Landscaping Surfacing Details Sheet 1 | C01 |

| Drawing Code | Drawing Title | Version |
|------------------------------|--|---------|
| | Landscape Enclosure Details Sheet 1 | C01 |
| | Landscape Softworks Details Sheet 1 | C01 |
| | Landscape Tree Pit Details Sheet 1 | C01 |
| | Wellholme Park General Arrangement Sheet 1 | C01 |
| | Wellholme Park General Arrangement Sheet 2 | C01 |
| | Wellholme Park General Arrangement Sheet 3 | C01 |
| | Wellholme Park General Arrangement Sheet 4 | C01 |
| | Wellholme Park General Arrangement Sheet 5 | C01 |
| | Wellholme Park Planting Plan Sheet 1 | C01 |
| | Wellholme Park Planting Plan Sheet 2 | C01 |
| | Wellholme Park Planting Plan Sheet 3 | C01 |
| | Wellholme Park Planting Plan Sheet 4 | C01 |
| | Wellholme Park Planting Plan Sheet 5 | C01 |
| | Wellholme Park Planting Schedule | C01 |
| | Whinney Hill Park General Arrangement Sheet 1 | C01 |
| | Whinney Hill Park General Arrangement Sheet 2 | C01 |
| | Whinney Hill Park General Arrangement Sheet 3 | C01 |
| | Whinney Hill Park Planting Plan Sh 1 | C01 |
| | Whinney Hill Park Planting Plan Sh 2 | C01 |
| | Whinney Hill Park Planting Plan Sh 3 | C01 |
| | Whinney Hill Park Planting Plan Schedule | C01 |
| | Specification for Landscape Implementation and Maintenance Works | C01 |
| <u>Geomorphology (Water)</u> | | |
| | Wellholme Park Back Water Long Section | C01 |
| | Wellholme Park Back Water Plan | C01 |
| | Wellholme Park New Channel Riffle, Bar and Pool Typical Detail | C01 |
| | Wellholme Park New Channel Typical Detail | C01 |
| | Wellholme Park Geomorphology General Arrangement Plan | C01 |

S 1703 Standards the *Contractor* will comply with

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

| Ref | Report Name | Where used |
|-----|---|------------|
| | Project Cost and Carbon Tool | Costs |
| | Carbon Tools for budget calculation and reporting | |
| | Sustainability Measures Form | |
| | Timber Policy Documents | |
| | 300_10 SHE handbook for managing capital projects | |
| | 300_10_SD27 SHE Code of Practice | |

Appendix 1 – BIM Protocol – Information Delivery Plan (IDP)

The *Contractor* shall adhere to the Environment Agency's Exchange Information Requirements (EIR) framework level minimum technical requirements.

All *Client* issued information referenced within the Information Delivery Plan (IDP) requires verifying by the *Contractor* unless it is referenced elsewhere within the Scope.

The *Contractor* shall register for an Asite Account and request access to the project workspace to view the IDP and update to create the MIDP.

Guidance on the IDP can be found [REDACTED]

Create the IDP on Asite and embed a PDF version as Appendix 1.

<https://www.asite.com/login-home>

Appendix 2 – BIM Protocol – Employers Information requirements

Appendix 3 – Environmental Action Plan

Appendix 4 – Drawings

Appendix 5 – Equality & Diversity Requirements

- LIT 13513 – Equality Analysis Guidance Document
- Equality Analysis Screening Tool 367_14