



Framework:	Collaborative Delivery Framework
Supplier:	BAM Nuttall Ltd
Company Number:	[REDACTED]
Geographical Area:	North East
Project Name:	Greatham North East (SOC TO OBC) ESE
Project Number:	ENV0002573C
Contract Type:	Engineering Construction Contract
Option:	[REDACTED]
Contract Number:	31728

Revision	Status	Originator	Reviewer	Date
1	Data Part 1 complete	[REDACTED]	[REDACTED]	05/01/2021

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Greatham North East (SOC TO OBC) ESE

Project Number ENV0002573C

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

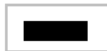
- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 between the *Client* and the *Contractor* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 21 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
Greatham North East NEC4 ECC Scope V1 - Dec 2020

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

1 General

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

Main
Option



Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X15: *Contractor's* design

X18 Limitation of Liability

X20: Key Performance Indicators

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

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

Z: *Additional conditions of contract*

The *works* are

Early Suppliers Engagement to support Lot1 partner at SOC-OBC stage with inputs about buildability, high level construction programme, option

The *Client* is

Environment Agency

Address for communications

Horizon House



Address for electronic communications



The *Project Manager* is [REDACTED]

Address for communications [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]

The *Supervisor* is [REDACTED]

Address for communications Environment Agency
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]

The *Scope* is in
Greatham North East NEC4 ECC Scope V1 - Dec 2020

The *Site Information* is in
Greatham North East NEC4 ECC Scope V1 - Dec 2020

The *boundaries of the site* are
Greatham North East NEC4 ECC Scope V1 - Dec 2020

The *partner contract* is
31139, Greatham North East (SOC TO OBC), Ove Arup & Partners Ltd, £230,531.00

The *language of the contract* is English

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

The period for reply is 2 weeks

The following matters will be included in the Early Warning Register

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

2 The Contractor's main responsibilities

The *key dates* and *conditions* to be met are
condition to be met
 'none set' *key date*
 'none set' 'none set'
 'none set' 'none set'

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

3 Time

The *starting date* is [REDACTED]

The *access dates* are
 part of the Site
 Fastdraft [REDACTED]
 Sharepoint [REDACTED]

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

The *Completion Date* for the whole of the *works* is [REDACTED]

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

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is £48,946.50

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

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

6 Compensation events

The place where weather is to be recorded is Loftus

- The *weather measurements* to be recorder for each calendar month are
- the cumulative rainfall (mm)
 - the number of days with rainfall more than 5mm
 - the number of days with minimum air temperature less than 0 degrees Celsius
 - the number of days with snow lying at 09:00 hours GMT

and these measurements:

- 1.
- 2.
- 3.
- 4.
- 5.

The *weather measurements* are supplied by Met Office
The *weather data* are the records of past weather measurement for each calendar month
which were recorded at Loftus
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. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st November 2020 and 31st March
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'
2. 'not used'
3. 'not used'

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

[REDACTED]

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

not less than the amount required by law

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

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

[REDACTED]

Address for communications

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

Address for electronic communications

[REDACTED]

Name

[REDACTED]

Address for communications

[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*."

Delete 'The' At start of clause 63.1 and replace with:

"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the..."

Z 4 The Schedule of Cost Components

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

Z 6 Payment for Work

Delete existing clause 11.2 (31) and replace with:

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

Z7 Aggregated Contractor's share

Delete existing clauses 54 and 93.4 and replace with:

54.7 The *Project Manager* assess the *Contractor's* share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Work Done to Date. The difference is divided into increments falling within each of the *share ranges*. The limits of a *share range* are the Aggregated Price for Work Done to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The *Contractor's* share equals the sum of the products of the increment within each *share range* and the corresponding *Contractor's share percentage*.

54.8 If the Aggregated Price for Work Done to Date is less than the Aggregated Total of the Prices, the *Contractor* is paid its share of the saving. If the Aggregated Price for Work Done to Date is greater than the Aggregated Total of the Prices, the *Contractor* pays its share of the excess.

54.9 If, prior to the Completion Date, the Aggregated Price for Work Done to Date exceeds 110% of the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Total of the Prices is retained from the *Contractor*.

54.10 The *Project Manager* makes a preliminary assessment of the *Contractor's* share at Completion of the Whole of the works using forecasts of the final Aggregated Price for Work Done to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the *works*.

54.11 The *Project Manager* makes a final assessment of the *Contractor's* share, using the final Aggregated Price for Work Done to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.4 If there is a termination, the *Project Manager* assesses the *Contractor's* share after certifying termination. The assessment uses as the Aggregated Price for Work Done to Date the sum of

- the total of
 - o the Defined Cost which the *Contractor* has paid and
 - o which it is committed to pay for work done before termination
- and

- the total of
 - o the Defined Cost which the *Contractor* has paid and
 - o which it is committed to pay
- in the *partner contract* before the date the termination certificate is issued under this contract.

The assessment uses as the Aggregated Total of the Prices the sum of

- the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed
- and
- the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed
- in the *partner contract* before the date the termination certificate is issued under this contract.

Add:

11.2(37) The Aggregated Total of the Prices is sum of

- the total of the Prices and
- the total of the Prices in the *partner contract*

11.2(38) The Aggregated Price for Work Done to Date is the sum of

- the Price for Work Done to Date and/
- the Price for Service Provided to Date in the *partner contract*.

Z10 Payments to subcontractors, sub consultants and

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for works, unless where appropriate (low value and low risk sub-contracts) the provisions of clause 26.3 would apply for the acceptance of non NEC4 contracts. Payment to subcontractors will be 28 days from the assessment date.

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

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

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

The design consultant employed by the *Contractor* is required to fulfil the obligations of the warrantor under the primary contract for design works that they complete. This includes: Transfer of rights clause Z11

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

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

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

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

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

Z16 Disallowed Costs

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

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

Z18 Payment of pain/gainshare and programme incentivisation

Delete existing clause 54.3 and replace with:

54.3 The *Project Manager* makes regular assessments of the *Contractor's* share until the Completion Date using forecasts of the final Price for Work Done to Date and the final total of the Prices. This share is included in the amount due in the following assessment. The *Project Manager* shall be entitled to take the *Contractor's share* percentage into account when assessing amounts in clause 50 and clause 51 due for payment at each assessment date thereafter. The *Project Manager* shall not assess any amount greater than the amount due when the forecast reaches the top *share range* in the Contract Data Part 1 (120% of the total of the Prices).

Delete existing clause 54.4 and replace with:

54.4 If clause 54.3 does not occur during the *works*, the *Project Manager* makes a preliminary assessment of the *Contractor's* share at Completion of the Whole of the *works* using forecasts of the final Price for Work Done to Date and the final total of Prices. This share is included in the amount due following Completion of the whole of the *work*.

Insert the following new clause 54.5:

54.5 If clause 54.3 does not occur during the *works*, the *Project Manager* makes a final assessment of the *Contractor's* share, using the final Price for Work Done to Date and the final total of the Prices. This share is included in the final amount due.

Insert the following new clause 54.6:

Programme Payments will be made under the Framework in accordance with Schedule 17

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.

Secondary Options

OPTION X2: Changes in the law

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

OPTION X7: Delay damages

X7 only

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

OPTION X10: Information modelling

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

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

6 year(s)

OPTION X15: The *Contractor's* design

The *period for retention* following Completion of the whole of the *works* or earlier termination is 6 years

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

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

6 years

OPTION X18: Limitation of liability

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

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

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

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

The *end of liability date* is 6 Years after the [REDACTED]
Completion of the whole of the *works*

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

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

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

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

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

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

term beneficiary

Part Two - Data provided by the Contractor

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

1 General

The Contractor is

Name BAM Nuttall Ltd

Address for communications

[Redacted address for communications]

Address for electronic communications

[Redacted address for electronic communications]

The fee percentage is

[Redacted fee percentage]

[Redacted fee percentage]

The working areas are

BAM Nuttall site offices and premises, and the residence of

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

[Redacted details for key person 1]

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

[Redacted details for key person 2]

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

[Redacted details for key person 3]

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

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

3 Time

The programme identified in the Contract Data is

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

X10: Information Modelling

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

[REDACTED]

Contract Execution

Client execution

Signed under hand by

[Redacted Signature]

Sig

for and on behalf of the Environment Agency

Project Manager

Role

Contractor execution

Consultant execution

Signed under hand by

[Redacted Signature]

Sig

for and on behalf of

BAM Nuttall Ltd

[Redacted Signature]

Role

[Redacted Stamp]

Environment Agency NEC4 engineering and construction contract (ECC) Works Information

Project / contract information

Project name	Greatham North East	
Project 1B1S reference	ENV0002573C	
Contract reference	31728	
Date	Nov 2020	
Version number	V1	
Author	Amit Patel	

Revision history

Revision date	Summary of changes	Version number
10/11/2020	Draft for comment	V0.1
10/12/2020	Final	V1.0

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *services* are to be compliant with the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	2.0	18/03/2020

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

incident hotline
0800 80 70 60

floodline
0845 988 1188

This Scope Information should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict between documents this Scope shall prevail. The *works* are to be compliant with the Scope

Contents List

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

Appendix 1 BIM Protocol – Production and Delivery Table

Appendix 2 BIM Protocol – *Clients* Information requirements

WI 100 Description of the works

WI 101 Description of the works

This project will look to reduce tidal flood risk at Greatham North East and investigate opportunities to deliver wider benefits including ecological benefits.

This project is supported by the Tees Tidal Flood Risk Management Strategy which sets out our vision to manage flood risk over the next 100 years for the Tees Estuary.

The project also supplements the current managed realignment & habitat creation scheme at the Greatham North flood cell. This was identified by the Tees Tidal Strategy as stage 1 of Greatham North Flood Alleviation Scheme.

The project focusses on the two existing flood defences in the Greatham North East flood cell to the East of the A178; Seal Sand Embankment and Tees Tidal 1 Embankment. A structural assessment carried out in 2018 showed both defences were in a poor state of repair; this project looks to improve these assets to reduce tidal flood risk and increase climate change resilience, and deliver ecological benefits.

A Strategic Outline Case has been developed and approved. Under this Contract the Consultant will develop a preferred option for the scheme and develop an Outline Business Case that is accepted by the Project Board, the relevant assurance body and subsequently the Financial Scheme of Delegation approver. The preferred option will be affordable and deliver the maximum possible flood reduction/resilience, social, environmental and economic benefits possible.

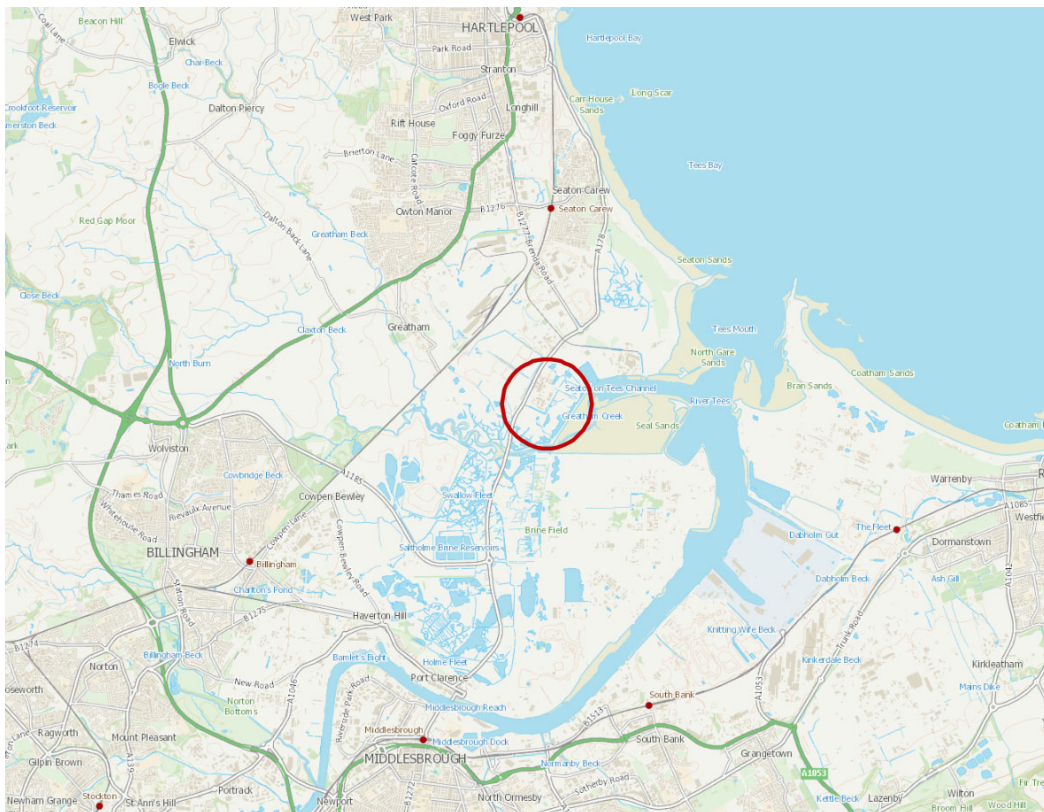


Figure 1 – Location map of Greatham North East flood cell

The scheme has two main drivers:

- To implement a scheme for the Greatham North East flood cell, identified as part of the approved Tees Tidal Flood Risk Management Strategy (the Strategy) 2010
- To deliver biodiversity improvements that will contribute to Environment Agency's legal obligations under the Water Framework Directive (WFD)

GNE is one of eight flood cells considered as part of the approved Strategy, which recommended implementation of a scheme to protect the flood cell by 2020. All the main drivers identified in the Strategy are still relevant and point to the need to implement a scheme in the short term.

The existing defences have been developed and maintained on a piece-meal basis, using non standard construction methods, since the late 19th Century. The defences protect major chemical and petrochemical plants and associated infrastructure that are important economically on a national scale. In addition, pressures on the existing internationally important habitats from sea level rise continue to be exacerbated by the presence of the Environment Agency's flood defences.

The scheme offers the potential to provide modern, sustainable defences that could also provide significant biodiversity gains through appropriate managed realignment. The scheme is supported by local industry, Natural England and the nature conservation bodies and is likely to attract contributions from various beneficiaries.

- **WI 102 Purpose of the Works**

This ESE is required to assist the Lot 1 Partner (*Consultant*) through the SOC to OBC stage. The following key deliverables will be provided for up to three concept design options developed by the Lot1 Partner.

- Attendance at a site visit to identify access requirements, physical constraints, easement requirements, required working areas and compound areas.
- Identification and advice provided on buildability, construction methods, SHE compliance and access requirements.
- Production of highlevel construction programme. Details to include:
 - High level construction durations
 - Identification of long lead items
 - Ecological constraints, such as periods in the year when the *Contractor*BAM may not be able to work
 - Permitting durations / requirements
- Identificatin of 3rd party considerations such as:
 - Landowners
 - Notice of Entry
 - Plannning consents required
 - Highway constraints
 - Interface with utilities
 - Structural surveys
 - Ecological surveys
- Draft temporary works schedule
- Input into optioneering exercise being undertaken by Lot 1 partner
- Production of a high level methodology and buildability report for each of the 3 design options
- High level costs estimate based on 3 concept design options
- Review scope for OBC to FBC
- Review draft Site Information for OBC to FBC
- Input into Project Carbon Tool
- Attendance at Risk Workshops
- Attendance at monthly progress meetings
- Production of monthly project updates.

As a Compensation Event to this Contract, the *Contractor* will provide,

- Ground investigation works
- Topographic survey
- Intrusive service investigations
- Costing of additional design options
- Any other activities required to support Lot 1 partner at SOC-OBC stage

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

WI 201 General constraints

- All access to land is to be provided by the *Client* using its powers of entry under the Water Resources Act 1991.
- The *Contractor* should park its vehicles such that it does not cause any inconvenience to the general public.
- Appropriate consents shall be in place.
- Access and egress routes to and from the site are to be agreed with the *Client* and Lot 1 partner.
- No detrimental effects on habitats or species is allowed during investigatory works.
- Health and Safety is the number one priority of the *Client*. The *Contractor* will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all.

WI 202 Confidentiality

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

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

WI 203 Security and protection on the site

The *Contractor* is required to undertake a site specific assessment and make necessary measures to ensure that their security is sufficiently stringent to avoid incidents affecting construction staff as well as members of the general public.

WI 204 Security and identification of people

The *Contractor* is required to undertake his own assessment as the project proceeds to identify any permit to work required as well as any identification required for their construction staff.

WI 205 Protection of existing structures and services

This will be confirmed based on the utility searches undertaken by the Lot 1 partner as part of the OBC. This information will form part of the Pre Construction Information that will be compiled by the Principal Designer in accordance with CDM 2015 regulations.

The reinstatement of the structures and land disturbed by the site investigation works should be agreed with the landowner before undertaking the investigation works.

WI 206 Protection of the works

This is as per WI205 above.

WI 300 *Contractor's design*

All temporary works shall be the *Contractors* design.

WI 400 Completion

WI 401 Completion definition

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

-
- Completion key deliverables as identified in section WI 102.

WI 402 Correcting Defects

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

WI 403 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 Completion.

WI 404 Take over

Not applicable

WI 500 Programme

WI 501 Programme requirements

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

WI 502 Programme arrangement

The programme shall cover all the activities to be undertaken by the *Contractor*. Include all major project milestones from commencement to the end of the ESE commission for SOC to OBC stage.

WI 503 Methodology statement

The *Contractor* shall work with Lot2 partner and NEAS to ensure that the risks associated with the ground investigation are identified and addressed and is responsible for producing method statements as dictated by the site conditions.

WI 504 Work of the *Client* and Others

The *Contractor* shall work in collaboration with the *Client* and the Lot 1 partner to identify any constraints or overlap in their work and include in their programme.

WI 505 Information required

A schedule of information to be provided, who it is to be provided by, and the date by which it is to be provided.

This will be agreed on the appointment of the *Contractor*.

WI 506 Revised programme

The *Contractor* will be required to submit revised programme on a monthly basis or as requested by the *Client*.

WI 600 Quality management

WI 601 Samples

Not applicable

WI 602 Quality Statement

Not applicable

WI 603 Quality management system

Not applicable.

WI 604 BIM requirements

The BIM Information Manager is the *Client* Project Manager

The *Contractor* will be expected to co-operate with the *Client* Project Manager for BIM related matters.

WI 700 Tests and inspections

Not Applicable

WI 800 Management of the *works*

WI 801 Project team – Others

Refer to the Contract Data.

WI 802 Communications

The *Contractor* shall

- Attend progress meetings as required and draft minutes for the *Client* to issue.
- Produce monthly progress report including details on spend to date and financial forecast recorded against the programme, deliverables complete and the proposed completion date of future deliverable, key risks and how these are being managed and opportunities
- Attend project board meetings as required in capacity as *Contractor*.

WI 900 Working with the *Client* and Others

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

Clauses 25.1 and 60.1(5) Provide a list of activities to be undertaken, At this stage it is not possible to identify the activities undertaken by the others.

WI 902 Co-operation

The *Contractor* will be required to provide risk assessments and method statements to undertake works. The requirements for such information should be identified an early stage of the project and the timeline shall be agreed with the *Client* to avoid any delays.

WI 903 Co-ordination

The *Contractor* is to provide minimum three weeks of notice to the *Client* to issue Land Entry Notices to the private landowners for any survey works / investigation works. The *Contractor* is expected to work closely with the Lot 1 supplier to provide a red line boundary drawing as required by the estates department.

WI 904 Authorities and utilities providers

The local authority or utility providers work in the area of interest is not known at this stage. The *Contractor* shall identify this before planning their works to avoid any delays on their part.

WI 1000 Services and other things to be provided

- The *Contractor* shall provide services as identified in section WI102.

WI 1100 Health and safety

The *Contractor* shall fulfil the Principal Contractor role and discharge the duties in accordance with the requirements of the Construction Design Management Regulations 2015.

WI 1200 Subcontracting

WI 1300 Title

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

WI 1500 Accounts and records (Options C and E)

WI 1501 Additional Records

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

Timesheets and site allocation sheets,

Equipment records,

Forecasts of the total Defined Cost,(Forecasts are to include, but not be limited to costs to date, costs to completion including detailed breakdown of staff, sub-contract and major material items)

Specific procurement and cost reports

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

WI 1700 Client's work specifications and drawings

WI 1701 Client's work specification

The scope, specification and relevant drawings for the ground investigation works to be carried out as part of this commission will be prepared by the Lot 1 partner and will be issued by the *Client*.

WI 1702 Drawings

As per W1701

WI 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 Tool	Costs
	Sustainability Measures Form	
	Timber Policy Documents	
	300_10 SHE handbook for managing capital projects	
	300_10_SD27 SHE Code of Practice	

Reference should be included to the Carbon Planning Tool.

Appendix 1 BIM Protocol – Information Production and Delivery Table

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

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