



Framework: Collaborative Delivery Framework

Supplier: BAM Nuttall Ltd

Company Number: 00305189

Geographical Area: North East

Project Name: Hexham Industrial Estates FAS

Project Number: ENV0000958C

Contract Type: Engineering Construction Contract

Option: Option C

Contract Number: 33297

Stage: Construction

Revision	Sta	tus	Origi	nator	Revi	ewer	Date
6	Superseeded						14/09/2021
8	Live						07/10/2021

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Hexham Industrial Estates FAS **Project Number** ENV0000958C This contract is made on 15 October 2021 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 CDF-Award-Sch9 App 9.5ii - Hexham Industrial Estates FAS R2 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. Option for resolving and Main Option C W2 Option avoiding disputes 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 Demolition of Reiver Sports building and construction of a series of reinforced concrete walls and embankments The Client is Environment Agency

Address for communications

Address for electronic communications

The Project Manager is

Address for communications

Address for electronic communications The Supervisor is TBC

Address for communications TBC

Address for electronic communications TBC

The Scope is in

CDF-Award-Sch9 App 9.5ii - Hexham Industrial Estates FAS R2

The Site Information is in

- Hexham Industrial Estates FAS_BIM2; Appendix 1 of the Contract Scope lists the documents Asite Workspace

The houndaries of the site are

HEX-ARUP-ZZ-ZZ-DR-GA-104; HEX-ARUP-ZZ-ZZ-DR-GA-204; and HEX-ARUP-ZZ-ZZ-DR-GA-304

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

The following matters will be included in the Early Warning Register Risk of delay associated with the required NPg diversion works at Reiver Sports Outcome of the Land Drainage Consent application is not fully known yet, risk of conditions being applied Trial pit results not yet known, risk of redesign to elements of the scheme

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 kev date 'none set' 'none set' 'none set' 'none set' 'none set' 'none set'

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

3 Time

The starting date is 20 October 2021

The access dates are part of the Site

date 16 November 2021 whole site

The ${\it Contractor}$ submits revised programmes at intervals no longer than

4 weeks

The Completion Date for the whole of the works is 29 July 2022

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 ${\it Contractor}$ 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

• The defect correction period for

• The defect correction period for

• The defect correction period for

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The Client set total of the Prices is £2,419,814.00

The interest rate is 2.00% per annum (not less than 2) above the

Base rate of the Bank of England

The ${\it Contractor's\ share\ percentages\ }$ and the ${\it share\ ranges\ }$ are

	share range			Contractor's share percentage
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 Abermarle

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 $$09\!:\!00$$ $$\rm GMT$

and these measurements:

- 1.
- 2. 3.
- 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 Abermarle and which are available from Met Office Northumberland

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. Removal of septic tanks
- 'Undertake the construction works associated with the Northern power Grid infrastructure diversion at Reiver Sports upon receipt of final NPG design
- Remove and dispose of asbestos as a part of the Reiver Sports demolition and in line with the findings of the demolition survey results
- 4. Construct the Skinnersburn defence in line with the completed detailed design
- 5. Issue of final environmental reports

8 Liabilities and insurance

These are additional Client's liabilities

1 'not used'

- 2 'not used'
- '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

£15,000,000

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 Address for communications Address for electronic communications Address for communications Address for electronic communications 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 Contractor's share

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

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

Z10 Payments to subcontractors, sub consultants and

Subcontractors

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

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

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

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

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

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

211.1 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.

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

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

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

Z30 Material Price Volatility

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

Z30.1 Defined terms

a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12month rate) before the date of assessment of an amount due.

b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.

c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.

Z30.2 Price Volatility Provision

Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:

Assessment x MF x L = PVP

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

Z30.3 Price Increase

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

Z30.4 Compensation Events

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

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

30 June 2022	In period costs only	Forecasted costs for remainder of
		contract

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X5: Sectional Completion

The completion date for each section of the works is

completion date section Zone A works to allow handover of Tyne 09 June 2022 1

Mills depot to NCC

Delay damages for each section of the works are X7 plus X5

> section description amount per day Zone A works to allow handover of Tyne £21.00 1

Mills depot to NCC

The delay damages for the remainder of the works are £428.00

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

£5,000,000

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 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

£5,000,000.00

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

£1,000,000

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

£1,000,000

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

£5,000,000

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

£5,000,000.00

6 years

after the

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

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

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

Y(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

beneficiary

any

none

term

beneficiary

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.

premises and working areas in Appendix A

1 General

The Contractor i	s	
Name		BAM Nuttall Ltd
Address for commu	ınications	St James House Knoll Road Camberley Surrey GU15 3XW
Address for electro	nic communications	
The fee percentage	is	Option C
The working areas	are	BAM and Subcontractor site offices and
The key persons a	re	
	Name (1) Job Responsibilities Qualifications Experience	
The key persons a	re	
	Name (2) Job Responsibilities Qualifications Experience	
The key persons a	re	
	Name (3) Job Responsibilities Qualifications Experience	
The key persons a	re	
	Name (4) Job Responsibilities Qualifications Experience	

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

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 $% \left(1\right) =\left(1\right) \left(1\right) \left$



Address for electronic communications



Address for electronic communications

X10: Information Modelling

The *information execution plan* identified in the Contract Data is to be confirmed

Y(UK)1: Project Bank Account

The *project bank* is to be confirmed

named suppliers are none

Contract Execution

Client execution

Signed Underhand by

for and on behalf of the Environment Agency



Contractor execution

Signed Underhand by [PRINT NAME] for and on behalf of BAM Nuttall Ltd

Signature Date Role

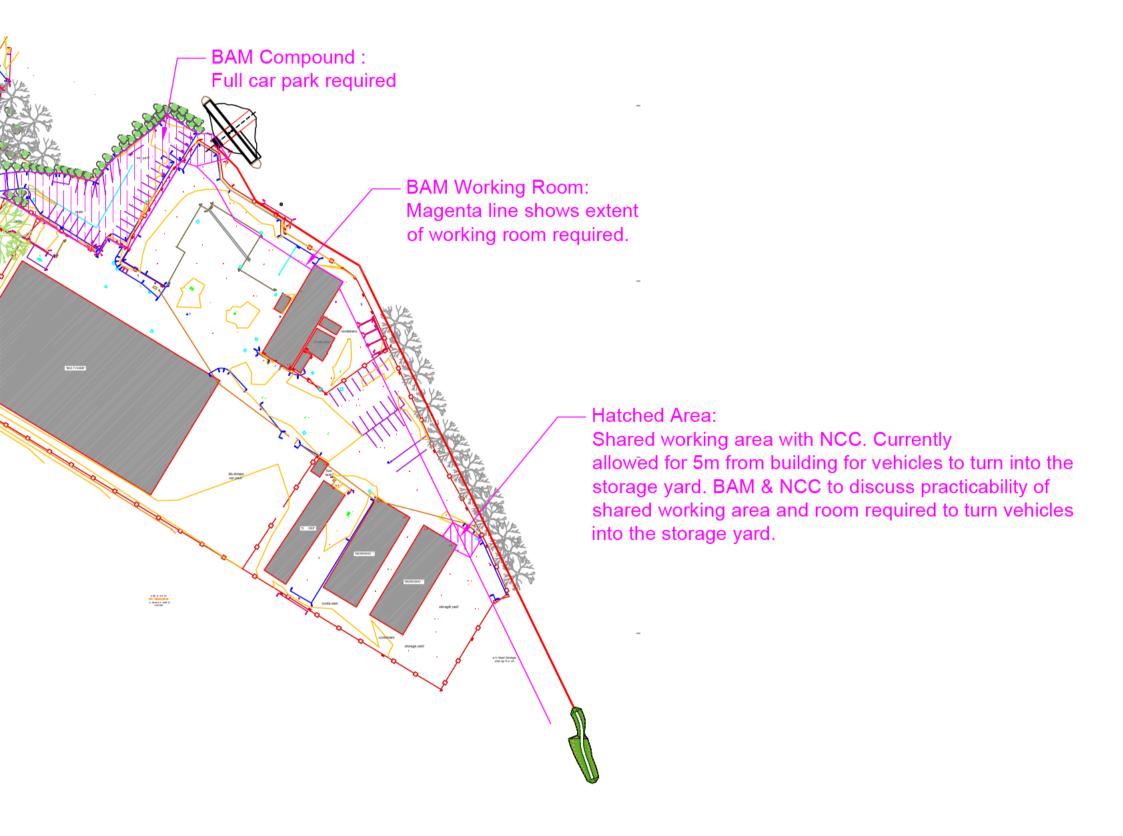
Hexham Industrial Estates FAS ENV0000958C

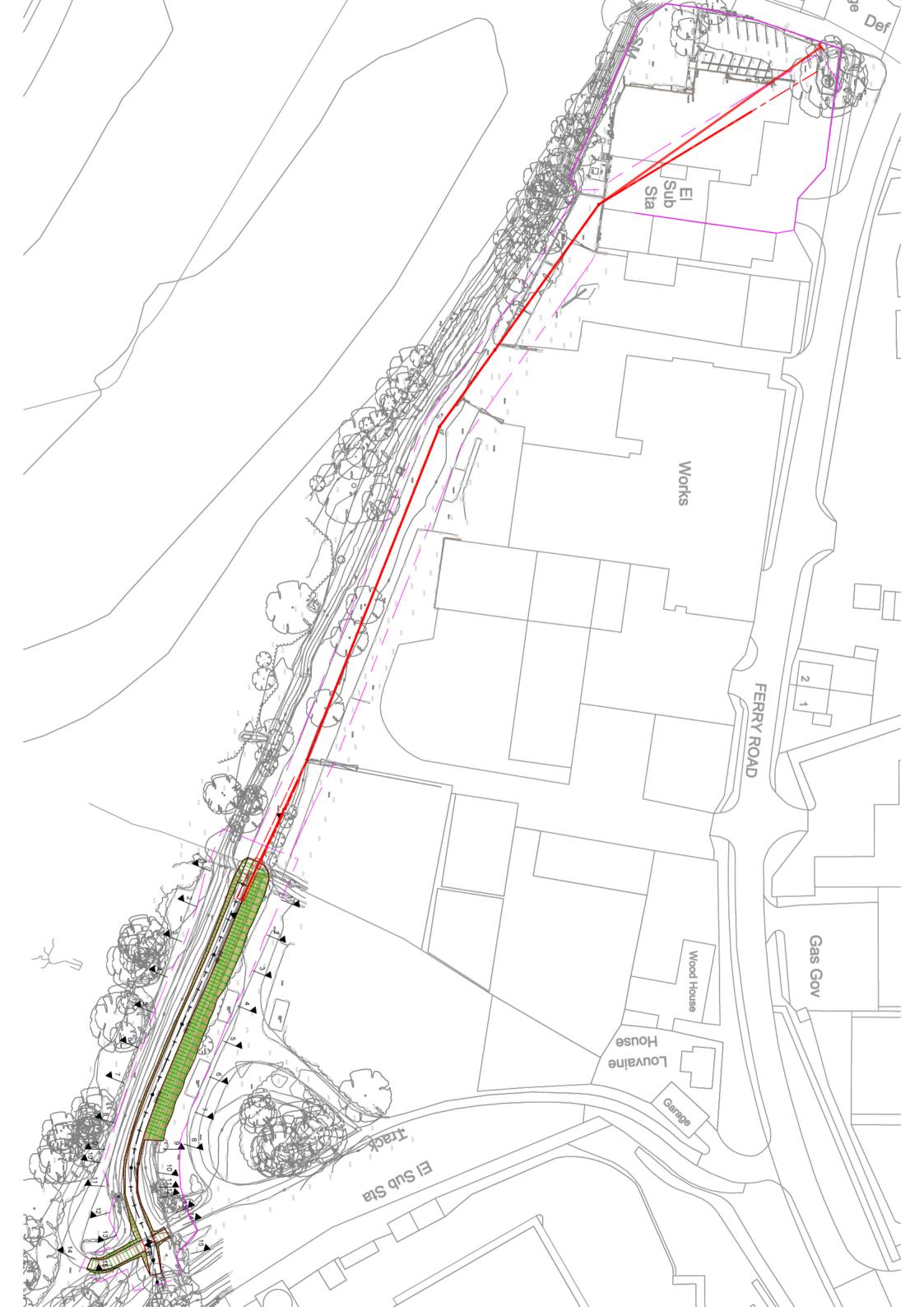
Contract Data Part 2

Appendix A – Working Areas

Appendix A – Working Areas

- 1. Tyne Mills Depot Working Area Overlay 14.09.21
- 2. HEX-ARUP-ZZ-ZZ-DR-GA-304 Site Boundary Zone D-E & F LF Mark Up





Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	Hexham Industrial Estates FAS
Project 1B1S reference	
Contract reference	33297
Date	06/10/21
Version number	R2
Author	

Revision history

Revision date	Summary of changes	Version number
22/06/21	Draft issue	1
20/08/21	Update following comments	2
31/08/2021	DgC Review	3
13/09/2021	Update following comments	4
06/10/2021	Final Revision	5

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 *works* are to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	11	04/05/21



Part 2: Non-returnable Documents

NEC - ECC 4th Ed.

Section 8 Scope

Contents List

S 100	Description of the works
S 200	General constraints on how the Contractor provides the works
S 300	Contractor's design
S 400	Completion
S 500	Programme
S 600	Quality management
S 700	Tests and inspections
S 800	Management of the works
S 900	Working with the Client and Others
S 1000	Services and other things to be provided
S 1100	Health and safety
S 1200	Subcontracting
S 1300	Title
S 1400	Acceptance or procurement procedure (Options C and E)
S 1500	Accounts and records (Options C and E)
S 1600	Parent Company Guarantee (Option X4)
S 1700	Client's work specifications and drawings
Appendi	x 1 BIM Protocol – Production and Delivery Table
A nnondi	v 2 PIM Protocol Employers Information requirements

S 100 Description of the works

S 101 Description of the works

The works are to construct new flood defences consisting of a series of reinforced concrete walls and embankment along the left and right banks of the River Tyne downstream of Hex ham Bridge. In addition, there is a section of existing flood defence embankment near Egger works on the left bank to be topped up.

Demolition of a building on the left bank at Bridgend Industrial Estate will be required along with the relocation of Northern Power Grid (NPG) switchgear and transformers currently housed therein to enable the demolition of the building. The electrical infrastructure will require a new GRP housing and is currently under design by NPG. The temporary works relating to the building demolition will be to the *Contractor's* design. NPG works will be instructed via a compensation event to the construction contract once the detailed design is available from NPG. The building is to be demolished to ground level with backfill of the basement to be confirmed and instructed as a CE once demolition has commenced.

The drawings describing the works are included at section 1700.

The baseline setting out information is on drawings HEX-ARUP-ZZ-ZZ-DR-GA-100; 200; and 300. The *Contractor* will establish these lines on site and confirm the position with the *Supervisor* before commencement of any parts of the *works*. The *Contractor* shall check the provision of any level reference points shown on the drawings and confirm the position and level with the *Supervisor* before use for setting out the *works*. The *Contractor* shall inform the *Project Manager* when all setting out reference points have been agreed, checked and confirmed.

S 102 Purpose of the works/ Outcome required

The Hexham Industrial Estates FAS project seeks the reduction of flooding to properties to sustain the regionally important commercial activities in the area. The project is across two industrial estates – Bridgend and Tyne Mills. Property and businesses in this area were significantly impacted by the 2015 Storm Desmond event and the 100 year Standard of Protection (SOP) plus freeboard to be delivered here will protect against a flood event of similar magnitude.

The project shall:

- Be undertaken in a manner that achieves high standards of health, safety and welfare.
- Minimise environmental damage and protect existing features of nature conservation.
- Minimise the disruption to Others, including pedestrians and vehicle traffic.
- Maintain safe and unimpeded access and egress around the Site.
- Promote sustainable use of resources.

The *Contractor* shall safeguard the Site, the *works*, products, materials, and any existing structures affected by the *works* from damage and theft.

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

The *Contractor's* attention is directed to Section 1 of the Environment Agency's Minimum Technical Requirements document *Operational instruction 412_13_SD01*, Issued 04/05/2021, with which all works are to comply.

S 201 General constraints

S201.1 Site Boundaries

The boundaries of the site are indicated on drawings HEX-ARUP-ZZ-ZZ-DR-GA-104; 204; and 304.

S201.2 Use of the Site

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*.

S201.3 Entry to the Site

The Contractor shall notify the Project Manager 14 days in advance of their intention to first enter or occupy each Working Area within the Site. The Project Manager in turn will alert each occupier of the Contractor's impending first entry or possession of their land by serving Notice of Entry in accordance with the Water Resources and Land Drainage Act.

The *Contractor* shall maintain close liaison with the *Project Manager* with respect to ensuring all necessary landowner agreements and issuing notices are in place prior to entry onto Site and securing Working Areas.

To enable the *Client* to prepare each Notice of Entry, the *Contractor* shall provide the following information with the notification in advance of the required issue date:

- Marked up plan of the Working Areas required;
- Schedule of affected properties;
- Duration of the works and entry requirements:
- Details of the works to be undertaken;
- Access arrangements; and
- Site safety requirements.

The *Contractor* is to identify and complete condition surveys prior to taking entry.

Copies of formal entry notices, details of particular agreements with landowners and/or powers of entry will be made available to the *Contractor*.

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

The Contractor shall keep owners and occupiers informed of the effect of the works on their land and property as required by the Project Manager. The Project Manager shall be responsible for communication with owners and occupiers but shall delegate this to the Contractor when necessary and provide a contact list.

The *Contractor* shall keep records of the dates of their first entry onto and departure from all property and lands of each owner and occupier (including public highways, footpaths and thoroughfares) together with the dates of the erection and removal of all temporary fencing.

The *Contractor* shall not approach any landowner directly unless authorised to do so by the *Project Manager*.

If the *Contractor* wishes to use additional land outside the maximum Site boundary, as well as obtaining approval of the landowner / occupier he obtains approval from the relevant authorities and pays all associated fees.

S201.4 Access to the Site

The *Contractor* shall take into account the following in respect of access requirements adjacent to or in the Working Areas.

The *Contractor* shall maintain safe access and egress routes for pedestrians and vehicles requiring access to areas 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 each Working Areas commence.

Where access cannot be maintained, a closure or diversion route shall be agreed with the *Project Manager*, the Local Authority and the landowner. The *Contractor* shall be responsible for obtaining and paying for all temporary closures and permanent diversions of footpaths or highways affected by the *works*.

People and Equipment requiring access to the wet side of the embankments shall be kept to the absolute minimum needed to implement the works.

The proposed access routes are to be confirmed by the *Contractor* and designated in the Construction Phase Plan (CPP). Access/Egress routes will be identified in the CPP in addition to compound and storage areas, height restrictions, turning circles and load restrictions. The *Contractor* may negotiate separately for additional Site accesses. Before negotiating or using such accesses, the *Contractor* obtains the acceptance of the *Project Manager*. The *Contractor* obtains any additional approvals from the relevant landowners, third parties or local council and incorporates any specific requirements as necessary.

S201.5 Working and Storage Areas

The *Contractor* shall submit a proposal for the location of the Site compound to the *Project Manager* for acceptance following appointment.

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 of the Site, as well as approval of the land owner/occupier and relevant authorities they shall get acceptance from the *Project Manager*, and pay all associated fees.

S201.6 Parking

The *Contractor* shall provide adequate parking for Site based personnel and visitors within the Site compound. No parking is allowed outside of this area, unless the *Contractor* enters into specific agreements with landowners and/or Authorities (please note 'The *Contractor* shall not approach landowners directly unless authorised to do so by the *Client*').

S201.7 Working Hours

Normal working hours shall be defined as:

Monday to Friday 0800 to 1800

No work shall be executed outside of these times or on weekends and public holidays without the prior written acceptance of the *Project Manager* and a minimum notice period of two weeks is required. Such acceptance will be influenced by the time of sunrise/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.

S201.8 Ecological and Environmental Impacts

The scheme is to be carried out under the Environment Agency's permitted development rights. Due to the nature of the scheme and the likely impacts it is considered that an Environmental Impact Assessment (EIA) will not be required.

The *Contractor* is to fulfil all requirements determined assuming the project is deemed non-statutory. The *Contractor* shall review the following documents and complete any outstanding actions, further study and reviews:

- Preliminary Environmental Information Report
- Water Framework Directive Screening Assessment
- Preliminary Water Framework Directive Compliance Assessment
- Preliminary Ecological Appraisal
- Ecological Impact Report containing:
 - Bat Tree Survey
 - European Otter Survey
- Heritage Assessment
- Arboricultural Report
- Tree Protection Plan
- Environmental Action Plan draft
- Landscape Masterplan (to be completed)
- Any further ecological reports / documentation produced up to operations starting on site (EA / ARUP to provide when available)

The above environmental reports relating to ecology, tree protection and invasive species have not yet been received in their final format and will therefore be issued as a CE upon receipt.

The following surveys, assessments and works are required:

Requirements	Location (within Zone of Influence)
Toolbox talks on otter, badger, bats, water vole, red squirrel, breeding birds, amphibians / reptiles, fish, hedgehog and invasive non-native species prior to works starting	Whole scheme
Pre-start ecological check in line with EAP	Whole scheme plus any suitable habitat within wider proximity
Invasive Non-Native Species (INNS) Survey and Management Plan	Whole scheme
Site Waste Management Plan	Whole scheme

Install tree protection fencing and measures in accordance with Tree Protection Plan and guidance contained in BS5837:2012	Affected trees
Construction Environment Management Plan (CEMP)	Whole scheme

Any further surveys, assessments and works will be instructed through this contract.

The *Contractor* shall plan and order all their 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* will Provide the Works in accordance with environmental best practice including but not limited to 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
- CEEQUAL version 6

The Contractor will 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,
- PPG 23: Maintenance of Structures Over Water

The Contractor shall:

- Reinstate and make good of all areas affected by the *works* on a 'like for like' basis as a minimum unless stated otherwise on the drawings;
- Provide tree protection to any trees which are to be retained during the works.
- Completion of all required protected species surveys prior to the works commencing on Site.
- Supply the *Project Manager* with supporting material, including a method statement, for the Environmental Permitting consents

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

The *Contractor* shall provide method statement(s) for acceptance by the *Project Manager* in advance of any tree/vegetation removal. Tree/vegetation removal shall be undertaken outside of nesting bird season (March to August inclusive), or only following prior approval by suitably qualified ecologist if within this period.

Where specified or accepted, pruning is undertaken by a qualified tree surgeon. Branches to be removed area cut back to a joint, according to BS 3998:2010 Tree Work - Recommendations and Health and Safety Executive (HSE) "Forestry and arboriculture safety leaflets.

The *Contractor* shall protect all trees within the boundaries of the Site or whose canopies cross these boundaries, in accordance with BS 5837: 2012 Trees in relation to design, demolition and construction – recommendations.

The *Contractor* shall produce an invasive species management plan and a construction phase Environmental Management Plan for the acceptance of the *Project Manager*.

If protected species are discovered at the Site during the *works*, the *Supervisor* must be notified immediately and any parts of the *works* in this area must cease until instructed to continue by the *Project Manager*.

Any ecological surveys will be carried out at the appropriate times of the year and following appropriate methods, as directed by a Suitably Qualified Ecologist (SQE).

If nesting birds are recorded, works shall not commence until the eggs have hatched and birds have fledged as confirmed by a qualified ecologist. Any deviation from this clause must have prior acceptance from the *Project Manager* who will check the *Contractor* has obtained the necessary licenses.

Where it is necessary to remove a section of hedgerow as part of the *works*, the *Contractor* shall obtain all required permissions and under The Hedgerow Regulations 1997.

The *Contractor* shall ensure that topsoil heaps do not exceed 1.0m in height, are kept weed-free and are not contaminated with other materials, compacted or tracked over by machinery.

Peat shall not be imported to the Site for use as a soil conditioner for landscape and planting. Peat naturally occurring on Site is used only where already present at location of planting, and is not moved around the Site.

The *Contractor* shall follow the *Client's* timber procurement policy set out in the Environment Agency's Minimum Technical Requirements (MTR).

The use of floodlighting to be used in accordance with the EAP unless otherwise accepted by the *Supervisor*.

The Contractor shall produce and maintain the Site Waste Management Plan (SWMP).

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 their staff and Subcontractors fully aware of any specific environmental practices relevant to the Site, including the process for reporting environmental incidents specified in the Minimum Technical Requirements Operational instruction 412_13_SD01, Issued 08/01/2018.

S201.9 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* must 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* must ensure provision is made to escort the LCW where appropriate and provide information as requested by the LCW.

The *Client* may appoint an Arboricultural Consultant (ACW) to provide advice on the management of trees where tree protection, and/or tree works including felling are required. The ACW will be an Arboricultural Association Registered Consultant and *Contractor* or equivalent approved. The *Contractor* must ensure provision is made to escort the ACW where appropriate and provide information as requested by the ACW.

S201.10 Pollution Prevention and Control

Included in the EAP and CEMP

S201.11 <u>Emergency Pollution Response Plan</u>

The *Contractor* must 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* must incorporate the EPRP into the Method Statement(s).

The *Contractor* must 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 Contractor,
- 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 must be easily accessible and a copy kept away from the main Site accommodation. A notice at the entrance to each Working Area shall be posted, indicating the location of relevant

emergency instructions. The *Contractor* must obtain and store on Site all the necessary Equipment which may be required to alleviate a pollution spillage.

All environmental incidents must 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 must 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.

The *Contractor* must 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.

All Site staff will be trained so that they can undertake the EPRP actions upon discovery of a pollution incident.

All environmental incidents must be reported to the *Project Manager* at the first practical opportunity.

S201.12 <u>Sustainability Targets & CEEQUAL</u>

The *Contractor* shall work towards the Environment Agency's sustainability and Environmental Management Strategy to 2020 (e:Mission)

The *Client* has scoped for inclusion into the CEEQUAL assessment, 3 No. assessment issues, using version 6 of the manual. These are as follows:

- Management
- Landscape and historical environment
- Resources Reducing whole life carbon emissions

The *Contractor* shall scope the individual questions within these assessment issues, for agreement with the *Project Manager* and provide a qualified CEEQUAL assessor to undertake the assessment and evidence gathering throughout the services.

Alongside the assessment, the *Contractor* shall be responsible for completing the CEEQUAL portal.

The *Contractor* shall provide all evidence to the *Client* upon request, to enable programme-level verification.

S201.13 Dealing with water

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

All water movements will be considered under the Water Quality and Silt Management Plan to prevent impacts to the surrounding environment.

S201.14 Floods

In Providing the Works the *Contractor* shall ensure the current standard of flood protection for Hexham is maintained for the duration of the *works*. The *Contractor*'s operations shall not increase flood risk during construction to either industrial estate.

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.

S201.15 <u>Liaison with third parties</u>

It is important to the *Client* that the *Contractor* establishes and maintains 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.

S201.16 <u>Materials management</u>

The Contractor shall comply with the Minimum Technical Requirements (MTR), version 11.

S201.17 Programming Constraints

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.

Drawings, calculations and method statements detailing the proposed operational procedures of the *Contractor's* proposed temporary works design and methods of working shall be submitted to the *Project Manager* for acceptance at least two weeks prior to commencement of each item of work.

S201.18 Operational Constraints

The *Contractor* is to maintain safe access routes, as approved by the *Project Manager*, for local landowners, properties and businesses during the contract period. The programme and methods of working developed by the *Contractor* will ensure this requirement is met.

The Contractor is to comply with any certificates or instructions issued by the Project Manager.

S201.19 Archaeology

Any likely loss of significant archaeological assets identified through assessment or at construction shall be mitigated in accordance with National Planning Policy Framework guidance, national archaeological standards and local policies proportionate to their significance. The results will be archived and made accessible to the public.

In the event that anything that may be of archaeological interest is uncovered the following actions will be taken:

All work will cease within the vicinity of the find

The Project Manager and Client will be informed as soon as practically possible

The County Archaeologist will be informed of the find by the Client of the find within 24 hours

 Work will not re-commence within the vicinity of the find until agreement to do so has been reached with the County Archaeologist

Any historical or archaeological finds are protected from further excavation or damage until the *Project Manager* agrees a way forward with the *Client's* archaeologist and instructs the *Contractor* how to proceed.

The implementation of any archaeological works by the *Contractor* must comply with the requirements of the Heritage Minimum Technical Requirements document provided.

S201.20 Planning requirements

Pre-application discussions with Northumberland County Council have identified that the projects would fall under the Environment Agencies Permitted Development Rights under Schedule 2: Part 13: Class D (f) of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).

Applications for Demolition Prior Approval and full Lawful Development Certificate submissions have been submitted by the *Client*, any conditions arising from these will be instructed as a CE to the contract.

Complying with the requirements of all necessary statutory consents, (including, but not limited to; Environmental Permit, Traffic Management). The *Contractor* shall inform the *Project Manager* of any changes to the design or agreed working methods. The *Contractor* shall determine whether these changes require any amendments to existing consents/additional consents and if so, will be responsible for obtaining these prior to progressing with works.

The *Client* shall advertise that the *works* 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.

S201.21 Environmental Permits

The *Contractor* has been instructed to progress the FRAP as a part of the ESE contract. The contractor will also obtain all necessary herbicide agreements for herbicide use on or near water with the Environment Agency (https://www.gov.uk/government/publications/application-to-use-herbicides-in-or-near-water)

S201.22 Water resources

The *Contractor*'s attention is drawn to the Water Resources Act 1991. The *Contractor* takes all necessary precautions to protect water abstractions whether licensed or not. A list of licensed abstractions is available on a public register but the *Contractor*'s attention is also drawn to the possible existence of domestic abstractions exempt from licensing.

The *Contractor* is responsible for managing and obtaining any permits, consents or licenses for permanent and temporary works.

S201.23 Landscape Services

The *Contractor* is required to carry out the following activities in relation to the landscaping and reinstatement:

- Provide advice to the wider project team on Materials management planning including topsoil strip and storage in a weed free condition.
- Deliver landscape reinstatement works in accordance with the Final Landscape Masterplan to include grass mixes, wetside re-profiling and planting.
- Meet the requirements of Environment Agency Landscape & Environmental Design Guidance (LEDG).
- Maintenance of landscaping for 12 months following Completion Date.

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* must secure the Working Areas. The *Contractor* must 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 perimeter fencing and gates shall remain in position until the works are complete.

Access must be maintained for NPG at all times to the electrical infrastructure at Reiver Sports, via the Site Agent.

S 204 Security and identification of people

The *Contractor* is responsible for the security of the Site and for vehicles and pedestrians entering and leaving the Site.

Security measures shall include:

- Ensuring that the Contractor's personnel are easily identifiable.
- Ensuring that the site gates are closed after the passage of vehicles or personnel on each and every occasion. Gates are not to be left open.
- Ensuring that the Site is left properly secured at the end of each working day.

The *Contractor* shall ensure that the *works* do not compromise the security of properties within or adjacent to the Site. The *Contractor* considers the security of neighbouring properties and does not leave unattended scaffolding, ladders, or any condition, which provide or assist access to neighbouring properties. Where permanent security fencing to neighbouring properties is removed as part of the *works*, it is replaced by suitable temporary fencing when the Site is unoccupied.

S 205 Protection of existing structures and services

All future consultation and liaison with Statutory Undertakers are the responsibility of the *Contractor*.

The *Contractor* shall confirm the location of all the services identified in the Works and Site Information. It is the *Contractor's* responsibility to report any discrepancies to the *Project Manager* prior to commencement of the *works*. Services not identified in the Works and Site Information will be treated as a Compensation Event.

Arrange and implement, as necessary, all service diversions and protection measures required during the *works* with the relevant service provider.

The works to the left bank at Bridgend Industrial Estate in particular has a number of services and structures which may be affected by the works and with limited working space available to manoeuvre machines and equipment which therefore present a significant risk.

Protection works shall be determined and actioned prior to undertaking any activity by the *Contractor*. Suitable method statements must be developed by the *Contractor* and accepted by the *Project Manager* prior to undertaking such activity.

Underground and overhead services information shall be included in the Site Information and include the following:

- Electric
- BT
- Water
- Sewer
- Gas
- Communications

All existing services are to be maintained without interruption during the *works* unless agreed with a Statutory Undertaker.

Additional work is required at Reiver Sports to relocate a switchgear and transformers which must be done prior to building demolition. This is to be completed to NPG design with the building work completed by the *Contractor* and the electrical work completed and signed off by NPG. Continued liaison with NPG through to receipt of a diversion design will be managed by the *Client* with *Contractor* input.

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 *Contactor* must verify that the services shown on the drawings are complete and correct.

The *Contractor* will keep an updated combined services drawing that is updated with confirmed service locations and unchartered services that are found during the *works*. This will be accessible to all Parties and be included in the Health & Safety file on handover.

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" and GS6 "Avoiding danger from overhead powerlines" shall be fully complied with when working in the vicinity of their apparatus. Requirements of Environment Agency Safety, Health, Environment and Welfare Code of Practice and Operational Instructions must be followed. The principles of PAS128:2014 will be followed.

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*. All costs associated with repairs or replacements will be deemed as disallowed costs under Cl. 11.2(25).

S 206 Protection of the works

The *Contractor* protects the *works*, Material, Plant & Equipment liable to theft or damage by vandalism, the weather, flood or by the method used for carrying out the *works*.

The Contractor will submit proposals for the safe containment or discharge of the Construction Design Flood during all stages of the construction of the works to the Project Manager. The Construction Design flood is an event that measures a river level in excess of 32.52mAOD at the Hexham river level monitoring site for works on the right bank and 32.89m AOD for works on the left bank.

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.

14

Existing public highways, including footpaths, used by vehicles of the *Contractor*, their 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

A Traffic Management Plan shall be prepared for the construction phase by the *Contractor* and accepted by the *Project Manager*. The accepted Traffic Management Plan shall be adhered to throughout the construction period.

The *Contractor* shall consider delivery times that will cause the least amount of disruption to traffic, the public and surrounding properties and businesses and will meet any planning conditions imposed.

The *Contractor* is responsible for traffic management during the *works*. This includes any requirements and procedures for the management of traffic, road closures, public highways, permissive ways and Public Rights of Way.

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 and all traffic management required to Provide the Works.

The *Contractor* shall be responsible for any damage to existing roads, accesses, land, property or other works, caused by his 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.

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.

All correspondence/liaison with the Highways Authority or Local Authority is to be copied to the *Project Manager* and due allowance is to be given (no less than two weeks) for the *Project Manager* to notify residents of the proposals prior to them being implemented.

The *Contractor* is to comply with the Construction Logistics and Community Safety (CLOCS) Standard.

The *Contractor* is to develop and implement a Construction Logistics Plan (CLP) for the construction phase for acceptance by the *Project Manager*.

The *Contractor* is to monitor compliance to the CLOCS Standard.

The *Contractor* is to create and monitor an action plan to address all identified issues and non-compliances.

The Contractor must ensure that all collisions that result in harm (and near miss incidents) that occur on journeys associated with the project are quickly investigated and reasonable actions taken to prevent recurrence.

The Contractor is to ensure all their supply chain meet the CLOCS standard.

The Traffic Management Plan (TMP) to be produced by the *Contractor* shall record measures agreed including, but is not limited to, the following:

- Access routes to be taken by heavy vehicles, noting any height or weight restrictions
- Details for keeping roads clear of dust and mud
- Timings for heavy load movements
- Vehicular routing

- Parking restrictions for construction vehicles on the public highway surrounding the Site
- Pedestrian walkways around the Site
- Storage areas
- Timetable for removal of site compound Equipment
- Car parking.

S 209 Condition survey

S209.1 <u>Pre-Start Condition Survey</u>

The *Contractor* shall complete a photographic survey of the condition of the Site, properties and highways potentially affected by the *works* prior to the access date. The *Supervisor* shall attend the survey.

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, gates, fences, trees, drains and land drains. 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 will contain a photographic record of the Site and details of when the condition survey was completed. The survey record shall be stored in the BIM archive.

S209.2 Post-Completion Condition Survey

The *Contractor* undertakes similar 'Post-Completion condition surveys' when the work is complete and on dates agreed with the *Supervisor*. 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.

S 2010 Consideration of Others

The *Contractor* shall work to limit the impacts of the *works* on local residents and the land uses and ensure the *works* are constructed in such a way to not endanger the public.

The *Contractor* shall provide a named individual to act as the single point of contact for local residents and enquiries from the public.

Before interfering with any access to property, apparatus or service, the *Contractor* identifies its access requirements and provides alternative arrangements. The *Contractor* notifies the *Project Manager* and the relevant owners and occupiers in writing 14 days in advance of any such interference and confirms to the *Project Manager* that alternative arrangements have been agreed.

Should it become impractical to maintain vehicular access to any property, apparatus or service at any time during the construction of the *works*, the *Contractor* provides and maintains alternative arrangements. The *Contractor* also provides every assistance to the owner/occupier or tenant affected by the *works* to enable them to undertake all aspects of their normal activity.

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

S 2011 Control of site personnel

Site personnel to meet the requirement of Environment Agency guidance; Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP), May 2018, particularly Section 4.2 and:

• Sign in to and out of the Site each time they enter/leave the Site.

Carry identification

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. A member of the Site management/supervisory team shall escort any persons without a CSCS/CPCS card at all times.

The *Contractor* is to collect data required from Personnel for the Completion of the carbon calculator.

The Contractor will maintain a visitors' book recording the date, the time in, the time out, evidence of a specific Health and Safety induction, CSCS (or equivalent) number, and the name and company of any person visiting as well as other information required for inclusion in the carbon calculator.

Any data collected and records that are held will follow the requirements of The General Data Protection Regulation 2016/679 (GDPR) or equivalent UK regulation.

S 2012 Site cleanliness

The *Contractor* shall keep the working areas tidy and remove rubbish, waste and surplus Materials from Site in a timely orderly manner.

Materials, Plant and Equipment are to be positioned stored and stacked in a safe and orderly manner. The watercourse is also to be kept free from debris and litter.

S 2013 Waste materials

The *Contractor's* attention is directed to Section 1.41 and 1.42 of the Minimum Technical Requirements document.

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

The *Contractor* endeavours to meet or exceed the Environment Agency objective of 60% or more of Materials being used in construction work being recycled, as defined below:

- New (primary) Materials basalt, clay, crushed rock, granite, gravel, limestone, sand, sandstone, other stone, concrete (ready mix), & other naturally occurring Materials.
- Secondary Materials china clay, china/pottery, colliery spoil, combustion residue, foundry sand, quarry waste, refractories, shale, slate waste, furnace slag, pulverised fly ash (PFA) & furnace bottom ash.
- Recycled Materials recycled brick, crushed concrete, glass, natural stone masonry, processed road surface, tarmac, & selected excavated fill (NB. re-used general backfill material & re-used topsoil shall not be included unless moved from one component to another).

Percentage Recycled Materials = Secondary + Recycled Materials

Total Materials

The *Contractor* prepares quarterly reports for the *Project Manager* detailing the breakdown of Materials used (delivered) on Site in the quarter, and cumulatively to date. The data is presented in cubic metres (m³) with the calculated 'percentage recycled Materials' expressed as a percentage to one decimal place. Data includes Materials provided or used by Subcontractors.

Site won material is to be utilised for the scheme where deemed suitable by the *Contractor* subject to the waste hierarchy.

The *Contractor* will demonstrate in its Site Waste Management Plan how he is helping to achieve the requirements and targets set out in DEFRA's 25 year Environment Plan.

S 2014 Deleterious and hazardous materials

The *Contractor* will minimise and control the use of deleterious and hazardous material. The management of any such material shall follow the principles of the Environment Agency guidance; Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP), May 2018, particularly Section 4.13.

S 2015 S 2015 Asbestos

Asbestos is known to be present in the lean-to area on the eastern edge of the Reiver Sports building. A full asbestos demolition survey will be instructed under the ESE contract. The *Contractor* is to manage and remove asbestos debris during building demolition in accordance with the findings of the Demolition Survey.

This will be treated as a Compensation Event.

S 300 Contractor's design

Not used

S 400 Completion

S 401 Completion definition

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

- Transfer to the Client databases of BIM data
- Electronic version of Health and Safety File
- Electronic version of Operating and Maintenance Manuals
- Provide a full set of indicative marked up drawings showing the as constructed changes to allow the Designer to produce the final "as Constructed" drawings.
- Delivery of the relevant phase of the Client's carbon tool.
- Ensure that no Defects will exist that present a health and safety hazard to the public;
- Provide a full set of Completion Certificates, which are in accordance with the Contractor's
 Quality Plan and accepted by the Project Manager,
- Conduct a project handover meeting that includes the Client,
- Provide a breakdown of the final total of the Prices, in the Project Cost Tool data capture form and uploaded on to the Client's Project Cost Tool database; and
- Completion of all Environmental Action Plan actions.

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

Transfer to the Client databases of BIM data

S 403 Training

Not used

S 404 Final Clean

Not used

S 405 Security

The *Contractor* is responsible for the security arrangements prior to Completion. The *Client* will provide all padlocks and barrels for the permanent security arrangement of the Sites. The *Contractor* is to request these from the *Client* giving 28 days notice.

S 406 Correcting Defects

Following Completion of the *works* the *Contractor* will liaise with the *Project Manager* and *Client* to agree access to the Site to correct any Defects.

S 407 Pre-Completion arrangements

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

S 408 Take over

NCC will be commencing the redevelopment of their depot site at Tyne Mills Industrial Estate immediately after the right bank works are completed along Zone A.

To facilitate this, the *working area* will need to be reduced back to an area agreed with NCC and BAM to allow continued construction access for the Zone B new embankment works across the Skinnersburn but allowing as much of the Zone A area to be opened up for NCC Contractor access as possible.

S 500 Programme

S 501 Programme requirements

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

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

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

- Appropriate review and consultation periods for draft documents and deliverables, reports, statutory consultation etc.
- All highway and footpath closure notice periods required prior to starting construction;
- Any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority;
- Apply for and secure all Environmental Permits prior to starting construction;
- Issue method statements to the Supervisor for information in advance of carrying out items
 of work.
- The Contractor shall include requirements for entry to Site and access to Site as detailed in S201.

The following consultation periods will be incorporated into the programme, with adequate allowance for review and revision of documents by the project team where appropriate:

- Client review of all outputs, including review periods before circulation to the wider project team to ensure high quality output.
- Allowance for internal and external consultation.

S 502 Programme arrangement

The *Contractor* shall submit their programme for acceptance to the *Project Manager* as required by Clause 31 in the form of a Resource Analysed Critical Path Network linked bar chart showing start and finish dates for each activity. It shall clearly identify those activities forming the critical path. The programme is to be produced in an electronic format in Microsoft Project 2013 (*.mpp) and *.pdf formats. A base line programme shall be provided for the project start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline in line with requirements of Clause 32.

S 503 Methodology statement

Occupational health, safety and welfare are of paramount importance to the *Client*. An overall objective of the *Client* for the contract is that the *works* shall be undertaken in a manner that achieves high standards of health, safety and welfare. The *Project Manager*, *Supervisor* and *Contractor* must take account of this objective in the manner that the respective roles are fulfilled.

The *Contractor* must view health, safety and welfare provisions as integral parts of carrying out the *works* and not as stand-alone considerations.

The works will be subject to the Construction (Design and Management) Regulations 2015. Prior to the start of construction work, the *Contractor* must produce a construction phase health and safety 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.

The schedule of risk assessments and method statements will meet the dual requirements of the Construction Design and Management Regulations and the requirements of paragraph 31.2 of the contract.

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

The *Contractor* shall submit the schedule of risk assessments and method statements with each programme submitted for acceptance. A document register shall accompany each risk assessment and method statement that is then submitted.

S 504 Work of the Client and Others

The *Contractor* shall provide the *Client* with access to the Site at any time during construction to undertake any activities that do not form part of the *works*; refer also to section S900.

S 505 Information required

The *Contractor* includes the following information 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;
- Landscaping and reinstatement works clearly identified planting and seeding within suitable seasons;
- Acceptance periods and schedules of items as stated in the Scope;
- Project handover elements, health & safety file documentation;
- Temporary works environmental permit applications;
- Contractor's shutdown periods e.g. Christmas, Easter, Statutory Holidays, etc;
- Traffic management plan preparation;
- Material / sample panel acceptances;
- Long Lead (over 4 weeks) Materials and Plant included as procurement activities.

The Programme shall include columns populated with data for each activity or task:

- Unique ID
- Activity/Task
- Quantity*
- Unit*
- Production Rate*
- Duration
- Time Risk Allowance*
- Starting Date
- Completion Date
- Total Float*
- Resource (to work gang level)*
- Predecessors*
- Successors*

Further to the programme, the following information is to be provided derived from programme data submitted with the first programme and every revised programme:

- Resources and resource profile/histogram
- Cash flow forecast profile

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.

^{*}These columns may be hidden in the pdf format to make the programme more legible when printed.

S 600 Quality management

S 601 Samples

Samples shall be taken in accordance with the specifications referenced in the contract:

- Civil Engineering Specification for the Water Industry 7th Edition
- Minimum Technical Requirements (Operational instruction 412_13_SD01 Issued 08/01/2018) and all relevant referenced Operational Instructions and documents.

Submissions and acceptance shall be via the Project Manager.

S 602 Quality Statement

None in addition to those detailed in the CDF framework agreement, contract data and the Environments Agency's Minimum Technical Requirements.

S 603 Quality management system

The Contractor shall operate a Quality Management System complying with BS EN ISO 9002.

The *Contractor* shall describe the Quality Management System that they intend to operate for the design and the construction phase in a site-specific Quality Plan. The design phase quality plan is submitted to the *Project Manager* for acceptance, within 14 days of the Contract Date and the construction phase quality plan is submitted prior to Completion.

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.
- Quality procedure for snagging
- Quality procedure for handing over areas of the work

The *Contractor* shall ensure an Environmental Management System (EMS) is in place for the construction phase. 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).

e) 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 shall comply with the Client's procedure for Project Satisfaction Survey.

The *Project Manager* shall be entitled to audit the *Contractor*'s management systems at any time subject only to giving the *Contractor* 24 hours notice of their intention. Where the *Contractor* has employed a third party to carry out their design they shall ensure that their agreement with them contains a provision for the *Project Manager* to similarly audit their management systems at any time.

The *Contractor* shall monitor their performance of executing the *works* against two levels of certification:-

- a) Completion of individual work items, and
- b) Completion of activities listed in the Activity Schedule.

In addition to the certification of the Completion of work items and activities, the *Contractor's hall* be required to issue Quality Assurance (QA) certificates concerning quality plans and Design Data.

S603.1 <u>The Contractor's Quality Manager</u>

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 Contract. In the context of quality assurance, the phrase "Contractor's staff" shall include the whole of the Contractor's supply chain including their in-house designer.

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

S603.2 Monitoring by the Supervisor

The Supervisor will monitor the Contractor's work against the Contractor's quality plans. The Supervisor may do this by spot checks, rather than by continuous monitoring of the works. The frequency and intensity of such checks will depend on the proven reliability of the Contractor as the works progress. Failure to comply with the quality plans will be reported to the Project Manager and must be corrected without delay. Continued failure to comply with the quality plans will constitute a breach of contract.

S603.3 Quality Plans

The *Contractor* will be required to submit their complete general quality plan (*Contractor's* Quality Plan) to the *Project Manager* for acceptance at least two weeks before any permanent *works* commence.

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

S603.4 Notification for Work Item Completion

Readily identifiable work items, such as defined sections of topsoil strip, each concrete pour, each section of trench excavation, services diversion, buried work etc, must be certified as checked and satisfactory by:

a) An engineer or surveyor responsible for checking alignment and setting out;

- 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; and
- c) A testing technician who 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.

If the *Supervisor* is not satisfied that the *works* have been carried out satisfactorily as certified, the *Supervisor* shall enter comments to describe their complaint upon the work item Completion certificate. The *Contractor* shall investigate the cause for complaint and shall instigate remedial measures as appropriate without delay. If the comment by the *Supervisor* is such as to require the *Contractor* to re-submit the work item Completion certificate after investigation and implementation of remedial measures, the *Contractor* shall re-submit the work item Completion certificate after the implementation of remedial measures,

If the Supervisor fails to return any work item Completion certificate duly endorsed (including any re-submitted work item Completion certificate) within eight working days, then he is deemed to have returned such work item Completion certificate to the Contractor without comments.

Any consequences in respect of any revisions arising out of Work Item Completion Notifications being returned with comments shall not be treated as a compensation event.

The following certificates of Completion will be required:

- Site Acceptance Tests
- Site works Completion

The *Client* is to be given two weeks' notice prior to Completion of the site acceptance test. *Client* representation is required at the site acceptance test.

S 604 BIM requirements

The BIM Information Manager is the *Client's* PCM *Project Manager*. The *Contractor* shall comply with the *Client's* BIM requirements (Appendix S1).

S 700 Tests and inspections

S 701 Tests and inspections

Please refer to specifications and general notes drawing for testing requirements relating to the design elements, the Civil Engineering Specification for the Water Industry 7th Edition (CESWI 7th) and the Environment Agency's Minimum Technical Requirements (MTR) documents.

As part of the Scope provided by the *Client*, the *Contractor* will produce a schedule of inspections and tests. The schedule of tests and inspections must ensure the constructed *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
- Information or instructions required to be provided
- Materials, facilities and samples to be provided
- Involvement of specialists

The *Contractor* produces an inspection and test plan for the *works* two weeks prior to commencement of each respective construction activity, where the *Contractor's* schedule requires an inspection or test.

The Inspection and Test Plans will include:

- What is to be tested
- Testing and inspection method
- Where they are to be done
- Who does the tests, and who is in attendance
- The Equipment required and who provides it
- Access arrangements
- 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
- Are there any data tests required to ensure data required for BIM archive

S 702 Management of tests and inspections

Within two weeks of the *Contractor* submitting their inspection and test plan, the *Project Manager* either accepts the inspection and test plan 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 full and complete notice being given to the *Supervisor* by the *Contractor* 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

The *Contractor* is to formally submit an Inspection Request Form to the *Supervisor* providing him with 48 hours' notice to witness a test or inspection as required by the accepted inspection & test plan for each activity. If the *Supervisor* is unable to witness the inspection or test by no fault of the *Contractor*, they will notify the *Contractor* and suitable photographic and/or video evidence will be provided to the *Supervisor* by the *Contractor*.

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, the following Environment Agency people are expected to form part of the team:

- EA PCM Project Manager
- EA PCM Project Executive
- P&SO Senior User and Senior User Representative
- Asset Performance Senior User and Senior User Representative
- NEAS Representative
- FBG Representative
- Cost Manager
- Carbon and Cost Lead

S 802 Communications

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

S802.1 Meetings

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

For the progress meeting the *Contractor* shall produce a progress report (refer to S803 for details). An electronic copy of the progress report shall be provided by the *Project Manager* 48 hours in advance of the Progress Meeting.

Contribute to the ongoing maintenance of the *Client* managed Project risk register monthly or more often as required.

The *Contractor* shall allow for attendance of key personnel from the *Contractor*'s staff and key Sub Contractor's and supplier's staff at meetings and workshops to be chaired and minuted by the *Contractor* which shall include the following:

- Project Board Meetings
- Weekly issues log teleconference
- Carbon, efficiencies and value engineering workshops
- Risk workshops
- Commercial meetings
- Planning and programming workshops

29

Health, Safety, Environment and Welfare meetings

Teleconferences will be conducted when possible to minimise travel time and expenditure.

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

S802.2 Consultation

The Contractor shall:

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

The *Client* shall assist the *Contractor* with consultation of landowners and individuals that are affected by the work. The *Contractor* shall work to the principles of the Considerate Constructor Scheme (www.ccscheme.org.uk) for the Site and 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.

S802.3 ASite

All files to be shared with other Parties shall be uploaded to ASite, the Client's collaboration tool.

The Contract will be managed and administered using FastDraft.

S802.4 Assessment and Notification of Compensation Events

When instructed to do so under Clause 62 of the conditions of contract the *Contractor* shall submit a quotation that includes as a minimum the following (reference shall be made to all items listed below):

- Detailed summary of the compensation event which includes the following:
- The relevant clause reference under Clause 60.1, of the conditions of contract, the compensation event applies to
- Record of previous correspondence
- Photographic record to substantiate the compensation event, if appropriate
- A record of Project Manager's assumptions made
- A record of Contractor's risks allowed for in compensation event
- All associated measures, site survey (endorsed by the Supervisor), measures from drawings.
- Copies of three SubContractor quotations. A single quote is required if the *Project Manager* has previously accepted the proposed SubContractor under Clause 26 of the conditions of contract.

- Full detailed cost breakdown of all Materials and resources required in order to Provide the Works.
- Full detailed breakdown of programme implications, including a copy of the revision to the Accepted Programme. If the compensation event has no effect on the programme then the *Project Manager* requires confirmation to this effect.
- Any other specific items agreed at risk reduction meeting.

S802.5 Contract Administration Forms

The Contractor, Project Manager and Supervisor shall use the standard contract administration forms which shall be obtained and submitted using FastDraft.

S 803 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:

- Safety, Health, Environment and Welfare inspections and incidents;
- 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;
- Environmental progress and environmental risk review
- Environmental Action Plan update;
- Other quarterly reporting including Sustainability Measures, Supplier Performance Measures.
- Project Efficiency Register Operational instruction 477 10 Issued 04/08/2015

The *Contractor* shall prepare an electronic copy of each report to 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

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

If the *Client* or Others are to undertake activities in 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.

The *Contractor* will allow access to the *Client's* operations team at any time to deal with emergencies or flood risk. All personnel accessing Site will need to have received the *Contractor's* Site induction prior to entering Site and the *Contractor's* Site rules must be followed. A shared locking system will be instigated on all relevant security gates and the Site will be left secure by the *Client* on Completion.

S 902 Co-operation

Provide technical support to the Client and the Project Manager.

Contribute to a project Lessons Learnt Log.

The *Contractor* co-operates with affected residents and businesses as necessary to enable efficient execution of the *works* with minimal disturbance to the local community.

The *Contractor* shall refer to the land ownership information provided in the Site Information as required.

The Contractor shall refer to the local authority as required.

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, but not be limited to: Highways/ Roads Authority; Police; and Landowners and affected Stakeholders.

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

Consider the following and document how they are addressed on this contract:

- **Public**: how to effectively engage with, and how they perceive us, the diverse public throughout projects?
- Project team: how to create an inclusive environment for our project team?

-	Framework: identify opportunities to support diverse workforces on our projects across our organisations.

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*

The Client and the Contractor provide services and other things as stated in the Scope.

The *Contractor* shall provide and maintain a supply of protective clothing required for accessing the Site for use by the *Project Manager's* staff and visitors. This will consist of sets of Medium, Large, and Extra Large sizes (2 of each). These sets will be sufficient to meet the *Contractor's* site specific requirements.

The Contractor shall provide regular maintenance for the welfare facilities.

The *Contractor* shall be responsible for the removal of foul sewage from the welfare and shall allow for paying all charges in connection therewith.

The *Contractor* shall allow access to all design offices, head offices, Site, workshops, manufacturing premises, etc. for the *Project Manager, Supervisor*, and the agents of the *Client* that are connected with the *works*;

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

The *Client* issues statutory Notices of Entry for all private land within the Site at least fourteen days before the possession dates and liaison with landowners.

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

S 1100 Health and safety

S 1101 Health and safety requirements

S1101.1 CDM Requirements

The *Contractor* shall comply with all current Health and Safety Legislation. The *Contractor* shall assume the role of Designer and Principal Contractor upon award of Contract.

S1101.2 Design work undertaken by the Contractor

The *Contractor* is required to involve the Principal Designer in design work or design changes that occur after the start of construction activities so as to enable the Principal Designer to fulfil the duties imposed by the Construction (Design and Management) Regulations. This includes the design of temporary supports, props and structures including false-work and form-work.

A copy of the HSE Notification (F10) shall be provided by the *Project Manager* prior to commencement of the *works*. The Pre-Construction Information Pack for the *works* is included within the Scope. The HSE has been notified of the project.

The Contractor shall be familiar with and ensure full compliance with:

- The CDM Pre-construction Information.
- the Client's Health and Safety Policies
- the Environment Agency's 'Safety, Health, Environment and Wellbeing Code of Practice'
- the Environment Agency's Safety, health and environment (SHE) handbook for managing capital projects, Operational instruction 300_10 Issued 12/02/2016

The Contractor shall ensure that all Parties under sub-contract are aware 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.

The *Contractor* will produce and keep up to date a hazard plan at a scale of 1:7500 at A3. The hazard plan will detail all the relevant hazards associated with the site.

S1101.3 Public Safety Risk Assessments

Not used

S1101.4 Emergency Planning

The *Contractor* shall prepare an Emergency Action Plan for dealing with on-Site or third party emergencies that affect the *works*. This shall 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 shall be that of the *Contractor's* construction manager.

The *Contractor* shall submit an electronic plan to the *Project Manager* for information only and distribution to the *Client*, within 7 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;
- 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.

S1101.5 Emergency arrangements

- 1. The *Contractor* provides the *Project Manager* at all times with the names and telephone numbers of at least two senior members of the *Contractor's* Site team who are responsible for organising emergency work. These people are included on the *Client's* emergency contacts arrangements form.
- 2. The *Contractor* acquaints himself and their employees with any relevant emergency arrangements including those of the *Client*.
- 3. The *Contractor* provides emergency vehicle access to properties at all times and gives reasonable access to members of the emergency services who may inspect the Site.
- 4. The *Contractor* provides access to all parts of the Site for the *Client's* Operations staff to undertake emergency inspections or repairs to hydrometric equipment or flood defences.

S1101.6 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*.

S1101.7 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.

S1101.8 First Aid Provisions

The *Contractor* shall provide; first aid facilities, Materials and personnel trained in first aid, for the benefit of their own people, those of their Subcontractors and the Site staff of the *Project Manager*, *Supervisor* and *Client*. The *Contractor* will meet the requirements of the SHEW COP Section 4.2.1.

S1101.9 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 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.

S1101.10 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.

S1101.11 Electrical Safety

Not used.

S1101.12 Reporting

The *Contractor* shall report any health and safety incidents on Site using the procedure outlines in "Environment Agency Operational Instruction 300_10_SD20: Reporting incidents at Contractors' Sites". The *Contractor* shall provide a written report within fourteen 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* shall copy the *Project Manager* in all correspondence with the Principal Designer. The Principal Designer is provided by the *Client* and is to be confirmed prior to contract award.

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 *Contractor* must ensure that risk assessments and method statements are approved by the authorised individual within their own organisation before submission for information to the *Project Manager*.

As a minimum the *Contractor* must ensure that risk assessments and method statements are prepared, approved and submitted to the *Project Manager* covering:

- Full, timing and sequence of construction including the use and design of temporary works, Materials, Plant and Equipment proposed by the *Contractor*,
- Indication of activities that represent a higher than normal level of health and safety risks;
- Some additional information may be required in respect of compliance with the environmental action plan and the minimisation of environmental impacts of the activities:
- Method statements supplied in support of the Site Information are to be formatted for the benefit of those personnel undertaking the works, and contain language and detail appropriate for those individuals. They shall take account of experience, to ensure that account is taken of the matters identified above:
- activities that are specifically included as information in design documentation, or elsewhere in this tender document as requiring health and safety risk assessments and method statements.

The method statements will aid the *Project Manager* to assess any likely detriment to either the proposed or the existing works or to the Employer's overall objectives. However, owing to the over riding requirement to ensure that method statements are suitable, as regards content and language for the personnel carrying out the work further enquiries may be necessary, for example at progress meetings to clarify technical details.

The Contractor will respond promptly to queries raised.

The single schedule of method statements will serve the dual purposes of supporting the programme of works as required by paragraph 31.2 of the contract, and the requirements in the construction phase health and safety plan referred to above. However, where the level of detail, language or format required for each purpose are not complimentary, the *Contractor*'s duty to

provide safe and efficient method statements for the safety of their employees, Subcontractors and other will take precedence.

In these circumstances the *Project Manager* will, if necessary, request additional information, to support the contract.

The method statements and risk assessments must be submitted to the *Project Manager* and copied to the *Supervisor*.

The *Contractor* must issue risk assessments and method statements to the *Project Manager* in advance of carrying out any high risk works identified within the design. This also applies to works with the potential to affect interests beyond *Contractor's* own Site team, for example, members of the public, adjacent premises or the routine activities of Environment Agency operational staff.

The *Contractor* must allow for a period of reply. As a general principle a period of at least two weeks shall be allowed between the issue of the risk assessments and method statements and the proposed start date of the activity on Site. This period may be varied by agreement of the *Project Manager*. The *Contractor* must undertake the work in accordance with the method statements.

Risk assessments and method statements other than for those higher risks described above must be listed in the *Contractor's* schedule and available for inspection by the *Project Manager* on request.

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 1105 Hazardous substances

The Contractor advises the Project Manager in writing of any substance that he proposes to bring onto Site that falls within the 'Control of Substances Hazardous to Health', Regulations 1988, or otherwise require special precautions to be taken. Such advice is to include copies of all relevant COSHH assessment sheets.

Explosives are not to be used on the Site.

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

The Contractor may subcontract work using an NEC contract.

S 1202 Acceptance procedures

Refer to the requirements of the CDF Framework Deed of Agreement.

S 1300 Title

S 1301 Marking

No additional requirements under this heading.

S 1302 Materials from Excavation and demolition

In the event that ground breaking operations uncover remains that could be of archaeological interest, and an archaeologist is not in attendance on Site, the following actions will be taken:

- All works will cease within the vicinity of the find;
- The Contractor will inform the Project Manager as soon as practically possible;
- The County Authority Archaeological Officer will be informed by the *Contractor* of the find within 24 hours:
- Work will not re-commence within the vicinity of the find until agreement to do so has been reached with the Archaeological Officer;
- Any historical or archaeological finds are protected from further excavation or damage until the *Project Manager* agrees a way forward with the *Client* and instructs the *Contractor* how to proceed.

The *Contractor* has title to Materials from excavation or demolition unless the *Project Manager* deems the material to be covered by clause 73.1.

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

S 1400 Acceptance or procurement procedure

S1401 Subcontracting

The *Contractor* shall provide two other competitive tender prices when using SubContractors or suppliers.

S 1500 Accounts and records

S 1501 Additional Records

In addition to those records detailed in Clause 52.2 and the *Client's* Minimum Technical Requirements, the *Contractor* keeps the following records:

- 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 *Project Manager*.

- The Contractor's senior representative on Site shall attend a fortnightly meeting at which the progress of the works will be recorded by the Project Manager. At this meeting, the Contractor provides to the Project Manager a detailed written statement of all Equipment and Personnel employed on the works, together with details of Equipment downtime, breakdowns, stoppages and accidents that occurred during the previous two weeks or any other details the Project Manager reasonably requests.
- The Contractor submits to the Project Manager, on a daily basis, a record of river levels and weather conditions.

S1502 Statement of Account

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

S 1600 Parent Company Guarantee (Option X4)

Not used

S 1700 Client's work specifications and drawings

S 1701 Client's work specification

Specifications which should be read in conjunction with the *Client's* minimum technical requirements document including the specification for piling works and landscape works.

S 1702 Drawings

Please refer to following drawings for design information:

Drawing Title	Rev. No.	Drawing No.
General Notes Drawing	P1	HEX-ARUP-ZZ-ZZ-DR-C-100
Typical Details - Wall Panel Type 1 - Layout & Sections	P2	HEX-ARUP-ZZ-ZZ-DR-TD-060
Typical Details - Wall Panel Type 2 - Layout & Sections	P2	HEX-ARUP-ZZ-ZZ-DR-TD-061
Typical Details - Wall Panel Type 3 - Layout & Sections	P2	HEX-ARUP-ZZ-ZZ-DR-TD-062
Typical Details - Wall Panel Type 4 - Layout & Sections	P2	HEX-ARUP-ZZ-ZZ-DR-TD-063
Typical Details - Wall Panel Type 5 - Layout & Sections	P2	HEX-ARUP-ZZ-ZZ-DR-TD-064
Typical Details - Wall Panel Type 3	P1	HEX-ARUP-ZZ-ZZ-DR-TD-065
Typical Details, Utility Crossings and Corners	P2	HEX-ARUP-ZZ-ZZ-DR-TD-066
Typical Details - NCC Compound Fence Connection Details	P2	HEX-ARUP-ZZ-ZZ-DR-TD-067
Existing Wall Interface	P1	HEX-ARUP-ZZ-ZZ-DR-TD-068
Typical Reinforcement at Corners	P1	HEX-ARUP-ZZ-ZZ-DR-TD-069
Retaining Wall Schedule at 1m Length (Sheet 1 of 2)	P1	HEX-ARUP-ZZ-ZZ-DR-TD-080
Retaining Wall Schedule at 1m Length (Sheet 2 of 2)	P1	HEX-ARUP-ZZ-ZZ-DR-TD-081
Bar Bending Schedule	P1	HEX-ARUP-ZZ-ZZ-DR-TD-082
Zones A & B - General Arrangement	P3	HEX-ARUP-ZZ-ZZ-DR-GA-100
Zones A & B - General Arrangement - Existing Utilities Plan	P3	HEX-ARUP-ZZ-ZZ-DR-GA-101
Zones A & B - Existing Hazard and Constraints Plan	P1	HEX-ARUP-ZZ-ZZ-DR-GA-102
Zones A & B - Proposed Alignment	P3	HEX-ARUP-ZZ-ZZ-DR-GA-103
Zones A & B - Site Boundary	P3	HEX-ARUP-ZZ-ZZ-DR-GA-104
Zones A & B - Demolition Plan	P1	HEX-ARUP-ZZ-ZZ-DR-GA-105
Zones A & B - Cross Sections - Sheet 1of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-120
Zones A & B - Cross Sections - Sheet 2of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-121
Zones A & B - Cross Sections - Sheet 3of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-122
Zones A & B - Cross Sections - Sheet 4of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-123
Zones A & B - Cross Sections - Sheet 5of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-124

Zones A & B - Cross Sections - Sheet 6of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-125
Zones A & B - Cross Sections - Sheet 7of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-126
Zones A & B - Cross Sections - Sheet 8of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-127
Zones A & B - Cross Sections - Sheet 9of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-128
Zones A & B – Cross Sections – Sheet10of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-129
Zones A & B – Cross Sections - Sheet 11of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-130
Zones A & B – Cross Sections - Sheet 12of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-131
Zones A & B – Cross Sections - Sheet 13of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-132
Zones A & B – Cross Sections - Sheet 14of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-133
Zones A & B - Cross Sections - Sheet 15of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-134
Zones A & B - Cross Sections - Sheet 16of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-135
Zones A & B - Cross Sections - Sheet 17of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-136
Zones A & B - Long Section	P3	HEX-ARUP-ZZ-ZZ-DR-LS-140
Zones A & B - Wall Schedule	P2	HEX-ARUP-ZZ-ZZ-DR-TD-160
Zones A & B - Defence Raising Cross Section Typical Details	P1	HEX-ARUP-ZZ-ZZ-DR-TD-161
Zone C - General Arrangement	P3	HEX-ARUP-ZZ-ZZ-DR-GA-200
Zone C - General Arrangement - Existing Utilities Plan	P3	HEX-ARUP-ZZ-ZZ-DR-GA-201
Zone C - Existing Hazard and Constraints Plan	P1	HEX-ARUP-ZZ-ZZ-DR-GA-202
Zone C - Proposed Alignment	P3	HEX-ARUP-ZZ-ZZ-DR-GA-203
Zone C - Site Boundary	P3	HEX-ARUP-ZZ-ZZ-DR-GA-204
Zone C - Demolition Plan	P1	HEX-ARUP-ZZ-ZZ-DR-GA-205
Zone C - Cross Sections - Sheet 1 of 14	P3	HEX-ARUP-ZZ-ZZ-DR-CS-220
Zone C - Cross Sections - Sheet 2 of 14	P3	HEX-ARUP-ZZ-ZZ-DR-CS-221
Zone C - Cross Sections - Sheet 3 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-222
Zone C - Cross Sections - Sheet 4 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-223
Zone C - Cross Sections - Sheet 5 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-224
Zone C - Cross Sections - Sheet 6 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-225
Zone C - Cross Sections - Sheet 7 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-226
Zone C - Cross Sections - Sheet 8 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-227
Zone C - Cross Sections - Sheet 9 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-228
Zone C - Cross Sections - Sheet 10 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-229
Zone C - Cross Sections - Sheet 11 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-230
Zone C - Cross Sections - Sheet 12 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-231
Zone C - Cross Sections - Sheet 13 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-232
Zone C - Cross Sections - Sheet 14 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-233
Zone C - Long Section	P3	HEX-ARUP-ZZ-ZZ-DR-LS-240
Zone C - W all Schedule	P2	HEX-ARUP-ZZ-ZZ-DR-TD-260
Zone C - Defence Raising Cross Section Typical Details	P1	HEX-ARUP-ZZ-ZZ-DR-TD-261
Zones D, E & F - General Arrangement	P2	HEX-ARUP-ZZ-ZZ-DR-GA-300
Zones D, E & F - General Arrangement -	P2	HEX-ARUP-ZZ-ZZ-DR-GA-301

Existing Utilities Plan		
Zones D, E & F - Existing Hazard and Constraints Plan	P1	HEX-ARUP-ZZ-ZZ-DR-GA-302
Zones D, E & F - Proposed Alignment	P2	HEX-ARUP-ZZ-ZZ-DR-GA-303
Zones D, E & F - Site Boundary	P2	HEX-ARUP-ZZ-ZZ-DR-GA-304
Zones D, E & F - Landscape Plan	P1	HEX-ARUP-ZZ-ZZ-DR-GA-305
Zones D, E & F - Cross Sections - Sheet 1 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-320
Zones D, E & F - Cross Sections - Sheet 2 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-321
Zones D, E & F - Cross Sections - Sheet 3 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-322
Zones D, E & F - Cross Sections - Sheet 4 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-323
Zones D, E & F - Cross Sections - Sheet 5 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-324
Zones D, E & F - Cross Sections - Sheet 6 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-325
Zones D, E & F - Cross Sections - Sheet 7 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-326
Zones D, E & F - Cross Sections - Sheet 8 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-327
Zones D, E & F - Long Section	P2	HEX-ARUP-ZZ-ZZ-DR-LS-340
Zones D, E & F - Defence Raising Cross Section Typical Detail	P2	HEX-ARUP-ZZ-ZZ-DR-TD-360
Designers Risk Register	01	HEX-ARUP-ZZ-ZZ-RE-C-001
Red / Amber / Green List	01	HEX-ARUP-ZZ-ZZ-RE-C-002
Public Safety Risk Assessment	Draft	HEX-ARUP-ZZ-ZZ-RE-C-003
Design Report	01	HEX-ARUP-ZZ-ZZ-RP-C-001
Environmental Action Plan	01	Hexham FAS EAP_Construction Draft (final to be issued under CE)
Preliminary Water Framework Directive Compliance Assessment	01	Hexham WFD Compliance Assessment review - final issue 01-09-2021
Earthworks Specification	01	HEX-ARUP-ZZ-ZZ-SP-CE- 000001
PCI	01	20210909 Hexham FAS PCI v3

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 Tool	Costs
	Sustainability Measures Form	
	Timber Policy Documents	

300_10 SHE handbook for managing capital projects	
300_10_SD27 SHE Code of Practice	

Appendix 1 Site Information Summary Table

Hexham Industrial Estates Flood Alleviation Scheme

Site Information Summary - 5th October 2021

Document Title	Rev. No.	File Reference
Scheme Design Drawings, Hazard ar	nd Cons	straints Plans
General Notes Drawing	P1	HEX-ARUP-ZZ-ZZ-DR-C-100
Typical Details - Wall Panel Type 1 - Layout & Sections	P2	HEX-ARUP-ZZ-ZZ-DR-TD-060
Typical Details - Wall Panel Type 2 - Layout & Sections	P2	HEX-ARUP-ZZ-ZZ-DR-TD-061
Typical Details - Wall Panel Type 3 - Layout & Sections	P2	HEX-ARUP-ZZ-ZZ-DR-TD-062
Typical Details - Wall Panel Type 4 - Layout & Sections	P2	HEX-ARUP-ZZ-ZZ-DR-TD-063
Typical Details - Wall Panel Type 5 - Layout & Sections	P2	HEX-ARUP-ZZ-ZZ-DR-TD-064
Typical Details - Wall Panel Type 3	P1	HEX-ARUP-ZZ-ZZ-DR-TD-065
Typical Details, Utility Crossings and Corners	P2	HEX-ARUP-ZZ-ZZ-DR-TD-066
Typical Details - NCC Compound Fence Connection Details	P2	HEX-ARUP-ZZ-ZZ-DR-TD-067
Existing Wall Interface	P1	HEX-ARUP-ZZ-ZZ-DR-TD-068
Typical Reinforcement at Corners	P1	HEX-ARUP-ZZ-ZZ-DR-TD-069
Retaining Wall Schedule at 1m Length (Sheet 1 of 2)	P1	HEX-ARUP-ZZ-ZZ-DR-TD-080
Retaining Wall Schedule at 1m Length (Sheet 2 of 2)	P1	HEX-ARUP-ZZ-ZZ-DR-TD-081
Bar Bending Schedule	P1	HEX-ARUP-ZZ-ZZ-DR-TD-082
Zones A & B - General Arrangement	P3	HEX-ARUP-ZZ-ZZ-DR-GA-100
Zones A & B - General Arrangement - Existing Utilities Plan	P3	HEX-ARUP-ZZ-ZZ-DR-GA-101
Zones A & B - Existing Hazard and Constraints Plan	P1	HEX-ARUP-ZZ-ZZ-DR-GA-102
Zones A & B - Proposed Alignment	P3	HEX-ARUP-ZZ-ZZ-DR-GA-103
Zones A & B - Site Boundary	P3	HEX-ARUP-ZZ-ZZ-DR-GA-104
Zones A & B - Demolition Plan	P1	HEX-ARUP-ZZ-ZZ-DR-GA-105
Zones A & B - Cross Sections - Sheet 1of 17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-120
Zones A & B - Cross Sections - Sheet 2of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-121
Zones A & B - Cross Sections - Sheet 3of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-122
Zones A & B - Cross Sections - Sheet 4of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-123
Zones A & B - Cross Sections - Sheet 5of 17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-124

Zones A & B - Cross Sections - Sheet 6of 17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-125
Zones A & B - Cross Sections - Sheet 7of 17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-126
Zones A & B - Cross Sections - Sheet 8of 17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-127
Zones A & B - Cross Sections - Sheet 9of 17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-128
Zones A & B – Cross Sections – Sheet10of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-129
Zones A & B – Cross Sections - Sheet 11of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-130
Zones A & B – Cross Sections - Sheet 12of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-131
Zones A & B – Cross Sections - Sheet 13of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-132
Zones A & B – Cross Sections - Sheet 14of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-133
Zones A & B - Cross Sections - Sheet 15of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-134
Zones A & B - Cross Sections - Sheet 16of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-135
Zones A & B - Cross Sections - Sheet 17of17	P3	HEX-ARUP-ZZ-ZZ-DR-CS-136
Zones A & B - Long Section	P3	HEX-ARUP-ZZ-ZZ-DR-LS-140
Zones A & B - Wall Schedule	P2	HEX-ARUP-ZZ-ZZ-DR-TD-160
Zones A & B - Defence Raising Cross Section Typical Details	P1	HEX-ARUP-ZZ-ZZ-DR-TD-161
Zone C - General Arrangement	P3	HEX-ARUP-ZZ-ZZ-DR-GA-200
Zone C - General Arrangement - Existing Utilities Plan	P3	HEX-ARUP-ZZ-ZZ-DR-GA-201
Zone C - Existing Hazard and Constraints Plan	P1	HEX-ARUP-ZZ-ZZ-DR-GA-202
Zone C - Proposed Alignment	P3	HEX-ARUP-ZZ-ZZ-DR-GA-203
Zone C - Site Boundary	P3	HEX-ARUP-ZZ-ZZ-DR-GA-204
Zone C - Demolition Plan	P1	HEX-ARUP-ZZ-ZZ-DR-GA-205
Zone C - Cross Sections - Sheet 1 of 14	P3	HEX-ARUP-ZZ-ZZ-DR-CS-220
Zone C - Cross Sections - Sheet 2 of 14	P3	HEX-ARUP-ZZ-ZZ-DR-CS-221
Zone C - Cross Sections - Sheet 3 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-222
Zone C - Cross Sections - Sheet 4 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-223
Zone C - Cross Sections - Sheet 5 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-224
Zone C - Cross Sections - Sheet 6 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-225

Zone C - Cross Sections - Sheet 7 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-226
Zone C - Cross Sections - Sheet 8 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-227
Zone C - Cross Sections - Sheet 9 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-228
Zone C - Cross Sections - Sheet 10 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-229
Zone C - Cross Sections - Sheet 11 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-230
Zone C-Cross Sections-Sheet 12 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-231
Zone C - Cross Sections - Sheet 13 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-232
Zone C-Cross Sections-Sheet 14 of 14	P2	HEX-ARUP-ZZ-ZZ-DR-CS-233
Zone C - Long Section	P3	HEX-ARUP-ZZ-ZZ-DR-LS-240
Zone C - W all Schedule	P2	HEX-ARUP-ZZ-ZZ-DR-TD-260
Zone C - Defence Raising Cross Section Typical Details	P1	HEX-ARUP-ZZ-ZZ-DR-TD-261
Zones D, E & F - General Arrangement	P2	HEX-ARUP-ZZ-ZZ-DR-GA-300
Zones D, E & F - General Arrangement - Existing Utilities Plan	P2	HEX-ARUP-ZZ-ZZ-DR-GA-301
Zones D, E & F - Existing Hazard and Constraints Plan	P1	HEX-ARUP-ZZ-ZZ-DR-GA-302
Zones D, E & F - Proposed Alignment	P2	HEX-ARUP-ZZ-ZZ-DR-GA-303
Zones D, E & F - Site Boundary	P2	HEX-ARUP-ZZ-ZZ-DR-GA-304
Zones D, E & F - Landscape Plan	P1	HEX-ARUP-ZZ-ZZ-DR-GA-305
Zones D, E & F - Cross Sections - Sheet 1 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-320
Zones D, E & F - Cross Sections - Sheet 2 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-321
Zones D, E & F - Cross Sections - Sheet 3 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-322
Zones D, E & F - Cross Sections - Sheet 4 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-323
Zones D, E & F - Cross Sections - Sheet 5 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-324
Zones D, E & F - Cross Sections - Sheet 6 of 8	P2	HEX-ARUP-ZZ-ZZ-DR-CS-325
Zones D, E & F - Cross Sections -	P2	HEX-ARUP-ZZ-ZZ-DR-CS-326
Sheet 7 of 8	<u> </u>	
	P2	HEX-ARUP-ZZ-ZZ-DR-CS-327
Sheet 7 of 8 Zones D, E & F - Cross Sections -	P2 P2	HEX-ARUP-ZZ-ZZ-DR-CS-327 HEX-ARUP-ZZ-ZZ-DR-LS-340
Sheet 7 of 8 Zones D, E & F - Cross Sections - Sheet 8 of 8		

Cross Section Typical Detail		
DRA and PSRA	ı	
Designers Risk Register	01	HEX-ARUP-ZZ-ZZ-RE-C-001
Red / Amber / Green List	01	HEX-ARUP-ZZ-ZZ-RE-C-002
Public Safety Risk Assessment	Draft	HEX-ARUP-ZZ-ZZ-RE-C-003
Other Design Information	ı	
Design Report	01	HEX-ARUP-ZZ-ZZ-RP-C-001
Earthworks Specification	01	HEX-ARUP-ZZ-ZZ-SP-CE-000001
Pre Construction Information		
PCI	01	20210909 Hexham FAS PCI v3
Environmental		
Environmental Action Plan	01	Hexham FAS EAP_Construction Draft (Final to be issued under CE)
Preliminary Water Framework Directive Compliance Assessment	01	Hexham WFD Compliance Assessment review - final issue 01-09-2021
INNS Survey Report		To be provided under CE
Ecological Surveys Report		To be provided under CE
Landscape Masterplan		To be provided under CE
Arboricultural Report		To be provided under CE
Existing Asset Information		
Structural Assessment – Egger Embankment	Α	Hexham Embankments Structural Assessment report 391938_027_A
Ground Information		
Ground Investigation Report		PY190345 Hexham Industrial Estate Flood Alleviation Scheme Factual Report April 2021
Topographical survey and associated CAD files	01	3691_01_Hexham Industrial Estates FAS_Survey Report
Hydraulic Modelling		
Hexham Tyne Modelling Study	С	383268BF Hexham Tyne Rev C - Final
Hexham Tyne Modelling Study Report Addendum	Α	383268BF_Hexham_Report_Addendum (inc AppA)
Hexham Flood Modelling Review Technical Note	0	Hexham_Flood_Modelling_Review_20200819
Hexham FAS Technical Modelling Report	2.3	Hexham_FAS_Modelling_Technical_Note_2.3
Planning		
Pre-application information		21-00376-PREAPP Hexham Industrial Estate FAS
LDC		To be provided once received
Asbestos		
Asbestos Demolition Report	V1	192917_954218 Full Report
Utilities and UXO		
Groundwise Utility Reports		Groundwise Utility Report 25137JS

UXO	UXO2 394693_07022019
Landowners	See PCI Appendix 1A and 1B

This information has been transferred to the relevant Asite BIM workspace: ENV0000958C – Hexham Industrial Estates FAS_BIM2